



**Government of Karnataka
Department of Industrial Training and Employment**

REQUEST FOR PROPOSAL(RFP)

For

**Up gradation of Industrial Training Institutes (ITIs) for Cluster – 2
(Govt ITI Kalaburgi), Karnataka under Component – 1 of
PM-SETU (Pradhan Mantri Skilling and Employability
Transformation through Upgraded ITIs) Scheme**

REF: DITE/TRG/SPIU/PM-SETU/RFP-K/CR-22/2025-26

Commissioner

Department of Industrial Training & Employment,
KaushalyaBhavana, Bannerghatta Road,
Bangalore-560 029

Sep-2026

Disclaimer

The information contained in this Request for Proposal document (“RFP”) or subsequently provided to any Bidder, whether verbally, in documentary form, or in any other form, by or on behalf of the Authority or any of its employees or advisors, is provided to Bidders on the terms and conditions set out in this RFP and on such other terms and conditions as may be prescribed in connection therewith.

This RFP is not an agreement and is neither an offer nor an invitation by the Authority to any prospective Bidder or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their financial offers (Bids) pursuant to this RFP. This RFP includes statements that reflect various assumptions and assessments made by the Authority in relation to the Cluster. Such assumptions, assessments, and statements do not purport to contain all the information that a Bidder may require.

This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, or its advisors to consider the investment objectives, financial situation, or particular needs of each person who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP may not be complete, accurate, adequate, or correct. Each Bidder should therefore conduct its own investigations and analysis, verify the accuracy, adequacy, correctness, reliability, and completeness of the information contained herein, and obtain independent advice from appropriate sources.

Information provided in this RFP includes matters that may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise of any interpretation or opinion expressed herein.

The Authority, its employees, and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations, or in tort, or under principles of restitution or unjust enrichment, for any loss, damage, cost, or expense which may arise from or be incurred on account of anything contained in this RFP, including the accuracy, adequacy, correctness, completeness, or reliability of this RFP, or arising in any way from participation in the Bidding Process.

The Authority also accepts no liability of any nature, whether resulting from negligence or otherwise, arising from reliance by any Bidder on the statements contained in this RFP.

The Authority may, at its sole discretion, but without being under any obligation to do so, update, amend, or supplement the information, assumptions, or assessments contained in this RFP.

**RFP for Selection of Anchor Industry Partner under Component – 2 of
PM-SETU (Pradhan Mantri Skilling and Employability Transformation through Upgraded ITIs) Scheme**

The issue of this RFP does not imply that the Authority is bound to select any Bidder or Licensee for the Cluster, and the Authority reserves the right to reject any or all Bids without assigning any reason.

The Bidder shall bear all costs associated with the preparation and submission of its Bid, including but not limited to preparation, copying, postage, delivery fees, and expenses associated with demonstrations or presentations, if required by the Authority. All such costs shall be borne entirely by the Bidder, and the Authority shall not be liable in any manner whatsoever, regardless of the conduct or outcome of the Bidding Process.

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Section 1: Letter of Invitation

To,

Prospective Bidders

Subject: Request for Proposal (RFP) for Selection of an Anchor Industry Partner (AIP) for Upgradation of ITI Clusters -2 Consists of Hub ITI (Govt. ITI Kalaburgi) and 4 Spoke ITIs of 1. Govt. ITI Jevargi 2. Govt. ITI Sedam 3. Govt. ITI Kalaburgi(W) 4. Govt ITI Afzalpura iunder the PM-SETU in the State of Karnataka

Sir/Madam,

1. Department of Industrial Training and employment invites proposals for the selection of an Anchor Industry Partner (“AIP”) to upgrade, operate, and manage a cluster of Industrial Training Institutes (“Cluster”) under a Hub-and-Spoke model through a Special Purpose Vehicle (SPV) to be formed with the Government.
2. Eligible Bidders must demonstrate the requisite experience and capability as specified in this RFP. Key information, including the applicable **central procurement portal(CPP)** <https://eprocure.gov.in/eprocure/app> only and tentative timelines, is given below.

Project Name	Selection of an Anchor Industry Partner (AIP) for Upgradation of ITI Cluster-2 under the PM-SETU in the Stateof Karnataka
Method of Selection	Quality and Cost Based Selection(QCBS) 80:20 weightage between Technical and Financial performance
Mode of submission	central procurement portal(CPP) https://eprocure.gov.in/eprocure/app
Release date of RFP	01-09-2026
BidderinvitedforexaminetheCluster-2	09-09-2026 to 16-09-2026
Last date for receiving queries/ requests for clarification	19 -09-2026 upto16:00hrs
Pre-Bid meeting date, time and place	21-09-2026 time : 11:30 AM Place: Department .of Industrial Training and Employment, Kaushalyabhavan Bangalore-29
Last date of submission of bid	30-09-2026 upto 17:00hrs
Opening of Technical Bid date and time	03 -10-2026 at 11:00hrs
Opening of Financial Bid	To be intimated later only to short-listed Bidders
ValidityofBids	180days from Proposal Due Date
Letter of Award(LOA)	To be notified later
SigningofLicenseAgreement (LA)	To be notified later
SigningofShareholderAgreement (SHA)	To be notified later
Contact Person for any clarifications	Deputy Director(Trg) ,Commissionernate of Industrial Training &Employment, KaushalyaBhavan, Near Dairy Circle, Bannerghatta Road, Bangalore-29. Ph: 080-25189100 / 25189130; email: ddpurchase2016@gmail.com

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3. Interested Bidders shall submit their Technical and Financial Proposals online through the designated procurement portal on or before the specified date and time. All submissions shall be digitally signed by the Bidder's authorised signatory and shall include complete and legible scanned copies of the required documents, duly initialled by the Bidder's authorised representative
4. Consortia of Industry Partners, comprising up to a maximum of 5 members, are permitted to submit a Proposal for this assignment & in case of the consortia of Industry Associations, there is no limit to maximum members. In such cases, the Proposal shall be submitted by the Lead Member on behalf of the Consortium. The Lead Member shall be clearly identified and shall be authorised to represent and bind all Consortium Members. The Proposal shall be accompanied by a signed Memorandum of Understanding (MoU) or Consortium Agreement, executed by all Consortium Members, in the format provided in Section 8.
5. The RFP includes the following documents:
 - Section 1 – Letter of Invitation
 - Section 2 - Instructions to Bidders
 - Section 3 – Data Sheet
 - Section 4 - Eligibility Qualification and Evaluation Criteria
 - Section 5 – Terms of Reference (ToR) and Key Performance Indicators (KPIs)
 - Section 6 –Strategic Investment Plan (SIP) Preparation Guidelines
 - Section 7 – Bid Submission Forms (Technical and Financial)
 - Section 8 –Annexures
 - Section 9 –Appendix

**Commissioner
Department of Industrial Training and Employment**

Section 2 – Instructions to Bidders (ITB)

A. General

1) Introduction

- a) This Section provides information and instructions to assist prospective Bidders in the preparation and submission of Proposals and sets out the procedure to be followed by the Authority for receipt, opening, evaluation of Proposals, and award of Contract.
- b) The Authority, as specified in the ***Data Sheet***, shall select the successful Bidder for the Cluster identified therein, in accordance with the method of selection specified in this RFP.
- c) Bidders are encouraged to visit the concerned Cluster ITIs and satisfy themselves regarding site conditions, existing infrastructure, utilities, accessibility, demand potential, industry ecosystem, and any other factors that may affect implementation of the Project.
- d) Through this RFP, the Authority intends to select an Anchor Industry Partner (“AIP”) responsible for upgradation, operation, and management of a Cluster of ITIs under a Hub-and-Spoke model through a Special Purpose Vehicle (SPV) to be formed with the Government. Details of the Cluster and the Estimated Project Cost are specified in the ***Data Sheet***.
- e) Forms and templates provided in this RFP are for guidance only and shall not override or modify the provisions of the RFP.

2) Code of Integrity and Prohibited Practices

- a) Integrity Obligation: All Bidders, their representatives, and the Authority’s officers involved in the procurement shall maintain the highest standards of honesty, fairness, and transparency, in accordance with Rule 171 of the GFR 2017.
- b) Prohibited Practices: A Bidder or its representatives shall be deemed in violation if they engage, directly or indirectly, in any of the following during the Selection Process or after award/execution of the Agreement:
 - (i) Corrupt Practice: Offering, giving, soliciting, or receiving any benefit to influence the process, including offering employment to Authority officials within one year of their service.
 - (ii) Fraudulent Practice: Misrepresentation, concealment, or incomplete disclosure of facts to influence evaluation or award.
 - (iii) Coercive Practice: Threatening or harming any person to influence participation or decisions.
 - (iv) Undesirable/Restrictive Practice: Collusion, lobbying, or arrangements among Bidders to limit competition or manipulate the process.
- c) Consequences of Violation: The Authority may, after giving the Bidder a reasonable opportunity to be heard:
 - (i) Reject the Proposal or cancel/terminate the contract.
 - (ii) Forfeit the Bid Security or recover damages.
 - (iii) Debar the Bidder from participation in future procurements.
 - (iv) Recover any payments made with interest at the prevailing bank rate.

- d) Interpretation: This clause is without prejudice to any other remedies under applicable laws, regulations, or the RFP.

3) Eligibility Criteria for Bidders

- a) This RFP is open to all Bidders who meet the eligibility criteria specified in Section 4 of this RFP.
 - b) **Conflict of Interest:** A Bidder shall be disqualified if it has a Conflict of Interest, including, inter alia, the following:
 - 1. Common ownership or control with another competing Bidder (except ownership by banks, insurance companies, or public financial institutions);
 - 2. Financial interdependence with another Bidder for this bidding process;
 - 3. Use of the same legal representative or Power of Attorney holder by more than one Bidder.
 - 4. Unfair access to information relating to another Bidder's proposal prior to submission deadline.
 - 5. Prior involvement of the Bidder or its associate in preparation of this RFP, TOR, or technical specifications for the Cluster.
 - 6. Engagement of consultants currently advising the Authority for this Project.
- 4) Qualification Criteria for Bidders:** A Bidder must fulfil all the eligibility and qualification criteria specified in Section 4 of this RFP.

B. Preparation of Proposals

5) General Considerations:

The Bidder must prepare their proposal in strict accordance with the requirements outlined in the RFP, subsequent amendment/corrigendum. Failure to include all requested information will be considered a material deficiency and may result in the rejection of the proposal.

6) Bid Security (Earnest Money Deposit - EMD)

- a) **Submission:**
The Bidder shall furnish the Bid Security (EMD) in the amount and form specified in the *Data Sheet*. Bids without the prescribed EMD, or of inadequate value, will be treated as non-responsive and rejected. Proof of submission must be uploaded on the Central Procurement Portal .
- b) **Validity:**
The EMD shall remain valid for at least 45 days beyond the final Bid Validity Period, unless otherwise specified.
- c) **Forfeiture:**
The Authority may forfeit the EMD if:
 - (i) The Bidder engages in corrupt, fraudulent, coercive, collusive, or obstructive practices;
 - (ii) The Bidder withdraws, modifies, or amends the Bid during the validity period;
 - (iii) The successful Bidder fails to furnish the required Performance Security within 28 days of the LoA;

(iv) Any material misrepresentation or false statement is detected in the Bid.

d) Return of EMD:

(i) Successful Bidder and Unsuccessful Bidders:

a. EMD: refunded /returned after signing of the contracts as per Guidelines

7) Cost of Preparation of Proposal:

The Bidder shall bear all costs and expenses related to the preparation, submission, and processing of its Proposal, including any demonstrations, samples, or presentations required. The Authority shall not be responsible for any such costs, regardless of the outcome of the procurement process.

8) Language of Proposals

Proposal submitted by the Bidder and all subsequent correspondences and documents relating to the Proposal exchanged between the Bidder and the Authority, shall be written in English language. However, the language of any printed literature furnished by the Bidder in connection with its Proposal may be written in any other language, provided the same is accompanied by a self-certified English translation and, for purposes of interpretation of the Proposal, the English translation shall prevail.

9) Documents Forming Part of the Proposal:

The Bidder shall upload all documents specified in the *Data Sheet*, strictly using the formats provided in Section 7 of this RFP.

10) Single Proposal:

A Bidder, including any member of a Consortium, shall submit only one proposal either individually or as a member of a Consortium. If a Bidder (or any member) participates in more than one proposal for which this RFP is issued, all such proposals shall be disqualified.

11) Pre-Proposal Meeting and RFP Clarifications:

- a) A Pre-Proposal Meeting may be held on the date, time, and location specified in *Section I* to address Bidder queries. Participation is optional; non-attendance or failure to submit queries implies the Bidder has no issues with the RFP.
- b) Bidders may submit queries in writing or electronically, as specified in the *Data Sheet*. The Authority will respond in writing and publish all responses and any RFP amendments on the Central Procurement Portal, without revealing the source of queries. All amendments are binding on all Bidders.
- c) In case of substantial amendments, the Authority may extend the Proposal submission deadline. Bidders may submit revised Proposals before the deadline; no modifications will be accepted afterward.

12) Proposal Validity:

- a) Proposals shall remain valid for the period specified in the *Data Sheet*, or for any extended period notified by the Authority in accordance with ITB 14.
- b) Proposals valid for a shorter period shall be rejected as non-responsive
- c) If the last day of validity falls on a holiday or closed day, it shall automatically extend to the next working day.
- d) The Authority may request an extension of validity before expiry; such requests and responses shall be in writing or electronically.
- e) A Bidder may decline to extend the validity, in which case the Proposal will not be considered further, without forfeiting the Bid Security (EMD).

13) Technical Proposal Format and Content:

The Technical Proposal shall be prepared and should upload all documents using the Standard Forms provided in *Section 7*. The Technical Proposal shall strictly exclude any financial information. Any Technical Proposal containing material financial data shall be considered non-responsive and rejected.

14) Financial Proposal:

The Financial Bid shall clearly state the percentage of the Share committed by the Bidder against the investment plan budget (amount proposed to be funded by the Bidder as part of the overall outlay under SIP). Financial proposal is to be submitted in PDF format specified as per for financial section 3 ITB data sheet .

Minimum 17 % share of contribution from bidder against to the SIP, the upper limit of SIP shall be 241 Cr. With contribution in the ratio 50:33:17 , if the SIP submitted by the bidder exceeds the upper limit, financial liability over and above this has to be born by the bidder only. Govt of India share is limited to 50 % of SIP and for CAPEX only. If the Bidder quote is less than 17% then treated as non-responsive and the bid will be rejected

C. submission, Opening and Evaluation of Proposals:

15) Submission of Proposal:

- a) Technical and Financial Proposals shall be uploaded separately on the central procurement portal(CPP) <https://eprocure.gov.in/eprocure/app1> before the deadline mentioned in deadline specified in *Section 1* or any subsequent corrigendum.
- b) Bidders shall be solely responsible for timely submission.
- c) Proposals may be resubmitted before the deadline, with the latest submission being considered final.
- d) Withdrawal is permitted only before the submission deadline.

16) Opening of the Technical Proposal:

- a) The Authority shall open the Technical Proposals online at the date, time, and place specified in Section 1, in the presence of Bidder representatives and other interested parties. Bidders may also view the opening status online.
- b) Financial Proposals shall remain encrypted until the completion of Technical Proposal evaluation.
- c) If the opening day is a holiday, proposals will be opened at the same time and place on the next working day.
- d) An electronic summary and official minutes of the bid opening shall be uploaded on the Central Procurement Portal .

17) Evaluation of Responsiveness:

- a) The Authority will assess responsiveness based solely on the submitted Proposal.
- b) A Proposal is “substantially responsive” if it meets all RFP requirements without material deviation, reservation, or omission.
- c) Material deviations affect scope, quality, performance, the Authority’s rights, Bidder obligations, or the competitive position of other Bidders. Proposals with material deviations shall be rejected.
- d) Minor non-conformities or omissions may be waived. Bidders may be asked to provide factual documentation to correct such issues within a specified timeframe. Clarifications cannot change Proposal price or substance. Non-material, quantifiable errors may be corrected for evaluation purposes.

18) Clarification of Proposals:

- a) During evaluation, the Authority may request factual clarifications or missing historical documents from Bidders within a specified deadline. Such requests shall not permit any change to the Proposal’s price or substance
- b) Clarifications shall not alter Proposal price or substance. Unsolicited clarifications will not be considered.
- c) Failure to provide requested clarifications within the permitted time will result in evaluation based on available information.

19) Evaluation of Technical Proposals

- a) Technical Proposals shall be evaluated only on the criteria specified in Section 4 – Evaluation Criteria, based on the submitted data and any other relevant information deemed appropriate by the Authority.
- b) Evaluation considers only the Bidder submitting the Proposal; associated entities are not included.
- c) Technical evaluation is in two parts:
 - (i) Part A: Eligibility& Qualification: Must be met by all Bidders. Non-compliance leads to rejection as non-responsive.
 - (ii) Part B: Technical Scoring: Only Bidders passing Part A are scored per Section 4.

- d) The Evaluation Committee shall assign a Technical Score to each Proposal.
- e) Proposals failing to achieve the minimum qualifying Technical Score (as per the **DataSheet**) shall be rejected.
- f) Only Bidders meeting the minimum Technical Score shall have their Financial Proposals opened.

20) Confidentiality:

- a) From Proposal opening until the Contract Award, Bidders shall not contact the Authority regarding their Proposals. Evaluation information remains confidential until the Notification of Intention to Award. The Authority may inform Bidders of Technical evaluation outcomes.
- b) Any attempt to influence the Authority during evaluation or award decisions may lead to Proposal rejection and action under applicable laws, including debarment.
- c) Communications with the Authority during this period must be in writing only.

21) Opening of Financial Proposals:

- a) After technical evaluation, the Authority shall notify on the procurement portal:
 - (i) Bidders whose Proposals were non-responsive; and
 - (ii) Bidders meeting the minimum technical score, including their overall score and detailed breakup, along with the date, time, and venue for the public opening of Financial Proposals.
- b) The public opening shall be held no earlier than the number of Business Days specified in the **Data Sheet** from the technical result publication. Attendance, in person or online, is optional.
- c) During the public opening, the Authority shall announce:
 - (i) Bidder name
 - (ii) Total Project Cost (Y)
 - (iii) Financial Contribution (Z)
 - (iv) Any other details deemed appropriate
- d) A record of the public opening, including technical scores and financial bid values, shall be uploaded on the portal.

22) Selection Method:

The Bidder shall be selected through a **Quality and Cost Based Selection (QCBS)** process. The evaluation will consider:

- (i) **Technical evaluation (80%)** – covering Strategic Investment Plan (Xt) 50% and Project Cost Efficiency (Yt) 30%.
- (ii) **Financial evaluation (20%)** – based on the Bidder's financial contribution towards the Project (Zt).

Detailed scoring methodology and the formula for computing the composite score are provided in **Section 4**.

D. Negotiations and Award:

23) Negotiations and Award:

a) **Resolution of Tie in Scores**

If two or more Bidders achieve the same score, the H-1 Bidder for negotiations shall be determined as follows:

- (i) **Technical Priority:** Higher Technical Score.
- (ii) **Plan Quality:** Higher marks in the Strategic Investment Plan (SIP) evaluation.
- (iii) **Financial Stability:** Highest average annual turnover over the last 3 years.

b) **Negotiations**

- (i) Negotiations shall be conducted with the highest-ranked (H-1) Bidder to finalize the 5-year Strategic Investment Plan (SIP) and Financial Contribution (minimum 17%).
- (ii) The Authority may seek clarifications or adjustments to optimize the SIP timeline, equipment specifications, and methodology for delivering the Industry Contribution.
- (iii) Negotiations may also cover finalization of Key Performance Indicators (KPIs) and Disbursement Linked Indicators (DLIs).
- (iv) Upon successful conclusion of negotiations, the Authority shall issue the Letter of Award (LoA) to the H-1 Bidder.
- (v) If the H-1 Bidder withdraws, fails to accept the LoA, or fails to fulfil post-award obligations, the Authority may invite the second-ranked Bidder (H-2) for negotiations or annul the process.

24) Issuance and Acknowledgement of LOA:

- a) The Authority shall issue the Letter of Award (LoA) in duplicate to the Selected Bidder. The Bidder shall return a signed copy within 7 (seven) days of receipt. Delay without extension may result in appropriation of Bid Security, and the next eligible Bidder may be considered.
- b) The date of acknowledgment of the LoA shall be considered the Commencement Date (T0) of the Institutionalization Phase. Timelines for SPV incorporation, execution of the Shareholding Agreement (SHA), and License Agreement (LA) shall become effective from T0.

25) Post-Award Institutionalization & SPV Formation:

Bidders are required to comply with the post-award institutionalization and execution roadmap, including SPV formation, Shareholding Agreement (SHA) execution, and License Agreement (LA) signing, as detailed in the 'Scheme Institutionalization and Execution Roadmap' section of the Terms of Reference (ToR).

26) Performance Security

- a) Within 28 days of the LOA, the successful Bidder shall furnish the Performance Security as specified in the **Data Sheet**.
- b) It shall be submitted as a Bank Guarantee or FDR from a Scheduled Commercial Bank in India, in favour of the Authority.

- c) The Performance Security shall secure due performance of the obligations of the AIP, including achievement of Key Performance Indicators (KPIs), compliance with the RFP and applicable legal agreements, and fulfilment of committed financial contributions.
- d) The Authority may invoke the Performance Security, in whole or in part, to the extent specified in the applicable legal agreements, in the event of failure to meet KPIs, contractual obligations, or committed financial contributions.
- e) Subject to satisfactory achievement of annual KPIs and certification by the competent authority, the Performance Security may be released in a phased manner, in accordance with the provisions of the applicable legal agreements.
- f) The remaining Performance Security, if any, shall be released upon completion of the project term and fulfilment of all contractual obligations.

27) GrievanceRedressal/ Complaint Procedure

A Bidder may submit a complaint or seek debriefing within 10 days of publication of evaluation results. Only participating Bidders directly affected by the decision may file a complaint. The Authority shall provide a response within 15 days. Confidential evaluation details, other Bidders' proposals, or marks shall not be disclosed.

28) Miscellaneous

- a) This Selection Process shall be governed by the laws of India. Courts at the Authority's headquarters shall have exclusive jurisdiction.
- b) Document Priority: In case of conflict, the order of precedence shall be: (i) License Agreement, (ii) Shareholders' Agreement, (iii) RFP and any Corrigenda/Addenda."

**Commissioner
Department of Industrial Training and Employment**

Section 3. ITB-Data Sheet

The following specific information for Selection of an Anchor Industry Partner (AIP) for Upgradation of ITI Clusters -1 shall complement, supplement, or amend the provisions of the Instructions to Bidders (ITB. In the event of any conflict between the provisions of the ITB and those specified in this Data Sheet, the provisions of the Data Sheet shall prevail.

ITB Reference	Details
ITB 1 (b)	The Authority: Commissioner, Department of Industrial Training and Employment, Kaushalya Bhavan, Bangalore-29 Clusters -2 Consists of Hub ITI (Govt. ITI Kalaburgi) and 4 Spoke ITIs of 1. Govt. ITI Jevargi 2. Govt. ITI Sedam 3. Govt. ITI Kalaburgi (W) 4. Govt ITI Afzalpura under the PM-SETU in the State of Karnataka
ITB 1 (d)	Estimated Project Cost for this specific Cluster-1 : The Total Project cost of INR 241 Crore (“Estimated Project Cost”). Actual Project cost and the exact share of each contributor will be determined by the approved Strategic Investment Plan for each cluster. The assessment of actual costs, however, will have to be made by the Bidders but shall not to be exceed from indicative cost. Funding split for planning and submission: pattern of approximately 50% Central: 33% State: 17% Industry. Each Hub-and-Spoke cluster will maintain this cost-sharing ratio in its funding plan as indicated in the Strategic Investment Plan (SIP)
ITB 6(a)	The amount of Bid security shall be Rs. 40 Lakh. in the form of any one of the following The EMD shall be submitted through any one of the following instruments/modes, in favour of the Authority: a) Bank Guarantee (BG): Issued by a scheduled commercial bank in India, in the format prescribed in this RFP. OR b) Fixed Deposit Receipt (FDR): A fixed deposit, pledged in favour of Commissioner DITE OR c) Submission of bid security declaration Bidder has to upload scanned copy / proof of the BG/ Bid Security Declaration along with technical proposal and must ensure delivery of hardcopy to the Authority within 5 days of Bid End date / Bid Opening date.
ITB 9(a)	A) Technical Proposal / Envelop: List of documents to be uploaded online central procurement portal A. Technical Proposal Envelop: 1. Copy of Incorporation/Registration Certificate of Bidder.

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	2. Copy of GST Registration Certificate and PAN Card. 3. Copy of Bid Security / EMD Document(Bank Guarantee/Online payment receipt, as applicable)/ Bid Security Declaration 4. Form Tech -1: Letter comprising the Technical Bid 5. Form Tech -2 : Details of the Bidder 6. Form Tech- 3 : Declaration Regarding Conflicting Activities 7. Form Tech -4 : Self-Certification of Eligibility and Non-Blacklisting 8. Form Tech -5: Certification of Turnover /Financial Capability 9. Form Tech -6: Power of Attorney for Signing of Bid 10. Form Tech -7 : CA Certificate for Number of Employees 11. Form Tech -8: Strategic Investment Plan (SIP) Submission Format 12. Form Tech -9A : SIP Implementation & Evaluation Matrix 13. Form Tech -9B : Five-Year Investment Plan Budget for ITI Consortium 14. Any Other Document(s) specifically mentioned in the RFP B. Financialproposal Envelop in PDF Form Fin 1: Details of Source of funding for Five Years Investment Form Fin 2: Industrial Share Percentage (Cluster-wise)
ITB 11(b)	Bidders may submit their queries/clarifications online or by email prior to the Pre-Bid Meeting, to be held on the date specified in Section 1.
ITB 12(a)	Proposals shall be valid for 180 calendar days from the last date of submission of proposal
ITB 19 (e)	The minimum technical score (St) required to pass is: 60 Marks
ITB 21 (b)	Days shall be business days
ITB 26 (a)	The Performance Security shall be 5%..of the financial Share of industry as per SIP

Section 4 – Eligibility, Qualification and Evaluation Criteria

This section outlines the criteria that the Authority will use to evaluate Proposals and determine the qualification of Bidders. No other factors, methods, or criteria shall be applied for the purpose of evaluation beyond those specified herein.

A) Part A-Eligibility and Qualification Criteria:

1) Eligibility Criteria:

The Bidder should meet the following all eligibility criteria:

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
1	Legal Status	(i) Industry partners (credible companies or manufacturers with established operations in India), including Public Sector Undertakings OR (ii) Industry associations or consortia OR (iii) Industry-led foundations (CSR/philanthropy arms of corporates) OR (iv) Academic institutions promoted/operated by industry (e.g., corporate universities, sectoral skilling institutions) <i>In the case of a Consortium, the Lead Bidder and each Consortium Member must also be a legally registered entity.</i>	The eligible agencies shall be entities registered or incorporated in India under applicable Indian laws, such as the Companies Act, 2013, Societies Registration Act, 1860, Indian Trusts Act, or relevant statutory Acts, as applicable to their organizational form.
2	Tax and Statutory Compliance	The Bidder must have a valid PAN and, where required under applicable GST laws, a valid and active GSTIN. <i>In case of a Consortium, all members shall possess a valid PAN. GSTIN shall be required for each Consortium member where applicable under the GST laws.</i>	Copy of PAN and GSTN
3	Minimum Operational Experience of the Firm	The Bidder or its parent/promoting organization shall have a minimum of five (5) years of experience in any	Copy of the incorporation / registration certificate clearly indicating the

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Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
		sector as on the Bid submission date	nature of business Sector profile, brochure, annual report etc,
4	Blacklisting/Debarment	The Bidder must not be under blacklist or debarred by any government department, public sector undertaking, or multilateral agency as on the date. <i>In case of Consortium, all members must meet this requirement and submit declaration.</i>	Self-Declaration on company letterhead by authorized signatory
5	Conflict of Interest	The Bidder must not have any conflict of interest, as defined in the Instructions to Bidders. <i>In case of a Consortium, all members must meet this requirement and submit declaration.</i>	Declaration by authorized signatory
6	Bid Security Compliance	The Bidder shall submit the Earnest Money Deposit (EMD) in the form and amount specified in the RFP.	A copy of the Bank Guarantee (BG), Fixed Deposit Receipt (FDR), or any other instrument permitted for submission of EMD under the RFP shall be submitted along with the bid

2) Qualification Criteria:

The Bidder should meet the following all qualification criteria:

Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
1	Turnover	(a) Industry Partners / PSUs / Corporate Entities The Bidder shall have an average annual turnover of not less than INR 500 Crore during the last three (3) completed financial years ending *31 March 2025.	Individual Bidder / Lead Member (i) Audited Balance Sheets (ii) Audited Profit & Loss Statements (iii) UDIN-verified CA

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Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
		(b) Consortium In case of a Consortium, the Lead Member shall independently meet the minimum turnover requirement specified above. (c) Industry-Led Foundations / Academic Institutions / Industry Associations: (i) Where the Bidder is an industry-led foundation, industry association, or an academic institution promoted or operated by industry, the average annual turnover of its Parent / Promoter Company may be considered for meeting the turnover requirement, subject to submission of an unconditional and legally binding undertaking of financial support from such Parent / Promoter Company for the entire duration of the Project. <i>NOTE: In case the audited annual accounts for the latest financial year are not available, the Bidder shall submit an undertaking to this effect. The statutory auditor / Chartered Accountant shall certify the same. In such cases, the Bidder shall submit audited annual reports for the three (3) financial years preceding the unaudited year</i>	Certificate certifying average annual turnover Parent / Promoter Company (if applicable): (i) Audited Annual Reports (last 3 FYs) (ii) UDIN-verified CA Certificate (iii) Board Resolution / Undertaking of Financial Support
2	Financial: Net worth	The Bidder shall have a positive net worth for the last three (3) consecutive financial years, i.e., FY 2022-23, FY 2023-24, and FY 2024-25, as evidenced by audited financial statements. In case of a Consortium, the Lead Member shall independently meet the net worth requirement	Same as Above documents

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Sr. No.	Particulars	Criteria	Supporting Documents to be uploaded
		Industry-Led Foundations / Academic Institutions: Where the Bidder relies on the financial credentials of its Parent / Promoter Company, the net worth of such Parent / Promoter Company shall be considered, subject to submission of a legally binding undertaking.	
3	Manpower Strength	a) Industry Partners / PSUs: The Bidder should have at least 1,000 employees on its payroll as on Bid Due Date. b) In case of a Consortium, the Lead Member must fulfil this criteria independently. c) Industry-Led Foundations / Academic Institutions / Associations: Manpower strength may be demonstrated either at the Bidder level or through the Parent / Promoter Company, subject to submission of an undertaking confirming availability of such manpower support for the Project.	Individual / Lead Member: UDIN-verified CA Certificate certifying number of employees on direct payroll Parent / Promoter Company (if applicable): (i) Same documents as above (ii) Undertaking of manpower deployment support

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B) Technical Evaluation Criteria:

- (i) Bidders that meet all the minimum eligibility and qualification requirements shall be considered for technical evaluation.
- (ii) The Strategic Investment Plans (SIPs) submitted by the eligible Bidders in accordance with this RFP shall be evaluated and awarded Technical Marks. The evaluation shall be carried out strictly in accordance with the evaluation parameters and the marking system specified in the table below.
- (iii) Only those Bidders who obtain at least the minimum Technical Score (cut-off), as specified in the Data Sheet, shall be considered eligible for opening of their Financial Proposals.

(iv) Part B

Dimension 1	Key Areas / Requirements 2	Details to be Provided by Bidders 3	Weightage (marks) 4
A. Operational Plan & Strategy	Inclusivity (SC/ST & other groups)	Targeted mobilization, counselling, retention, and support measures to improve participation and outcomes for underserved communities.	5
	Female Enrolment	Roadmap for increasing female enrolment via infrastructure, trade diversification, safety measures, flexible delivery models, scholarships.	5
			10 Marks
B. Curriculum Strategy — Diversity & Innovation	Course Redesign	Enhancement of existing courses with industry-validated modules, updated curricula, NSQF alignment.	5
	New-Age Areas	Phased implementation of programs in IR 4.0, Green Energy, Digital Skills, EV, Advanced Manufacturing; lab setup and faculty readiness.	5
	Non-ITI Courses	Portfolio of short-term certifications, work-based diplomas, executive programs catering to local industry needs.	3
	Pedagogical Innovation	Integration of AR/VR, simulations, digital platforms, and blended learning into teaching-learning processes	2
			15 Marks
C. Infrastructure & Facility Management	Capex & Upgradation Plan	Blueprint for civil works, workshop modernization, lab development, plus preventive/corrective maintenance strategy.	5
	Equipment Fungibility	Design laboratories/machinery to be multi-trade compatible, modular, future-ready for optimal utilization and technology upgrades.	5
			10 marks

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D. Industry Engagement & In-house Absorption	Partnership Strategy	Confirmed/proposed MoUs for Dual System of Training, OJT, apprenticeships, and curriculum co-development.	5
	In-house Absorption	Commitment on number/proportion of graduates absorbed by Anchor Industry Partner, vendors, or supply-chain partners.	5
			10 Marks
E. HR Plan	Proposed SPV CEO	Detailed CV highlighting leadership experience in large-scale skilling initiatives, PPP/SPV models, or industrial operations, including project size and outcomes handled.	5
	Trainer Capacity Building	Structured training/upskilling calendar for existing ITI trainers addressing gaps in pedagogy, digital tools, emerging technologies; include certifications and industry exposure.	3
	Master Trainers & Experts	Strategy for sourcing, on boarding, and retaining industry veterans, Master Trainers, Academic Deans, or Subject Matter Experts for specialized domains.	2
	Vacancy Management	Mechanism for rapid deployment of qualified contractual staff to ensure zero instructional disruption until permanent staff appointment by State.	5
			15 Marks
F. Employment Outcomes	Placement Strategy	Year-on-year quantifiable targets for increasing placement rates over current baseline; include sector-wise demand analysis.	07
	Apprenticeships	Specific industry tie-ups under NAPS/NATS; indicative number of apprenticeship opportunities.	3
	Salary Growth	Linkage between proposed training interventions and improved entry-level wage outcomes vs historical data.	2
	Overseas Mobility	International placement pathways: partnerships with overseas employers, recruitment agencies, language/cultural training.	3
			15 Marks
G. Sustainability Plan	Revenue Generation Model	Plan to develop ITI as Production Centre / Service Hub offering fee-based courses, industry services, or manufacturing activities.	3
	Long-term Viability	Phased financial outlook showing progressive reduction in dependence on government support and movement towards self-sustainability.	2
			05 Marks
H. Strategic Investment Plan	The Strategic Investment Plan shall be evaluated strictly based on Form Tech-8.		20 Marks
			20 marks
		Total	100 Marks

c) Evaluation and Scoring Mechanism

The Authority shall adopt a **Quality and Cost Based Selection (QCBS)** framework. This ensures that the Selection of the Anchor Industrial Partner (AIP) is based on a balanced assessment of technical expertise, cost-efficiency, and the extent of private sector investment.

1. Weightage Distribution

The total score is divided into two main categories with **80:20** weightage between Technical and Financial performance:

- a) **Technical Weightage: 80%** (This is further sub-divided into two parameters):
 - (i) **Technical Weightage (X_t): 50%**
 - (ii) **Overall cost efficiency of the SIP as per Form Tech 9B)Weightage (Y_t): 30%**
- b) **Industry Contribution Score (Z_t): 20%** (Based on the percentage of private investment Fin-2).

Calculations:

Step I: Technical Score (X_t) : 50% Weightage

The Technical Evaluation Committee (TEC) shall score the SIP based on the comprehensive Evaluation Rubric provided in Section 4, Part B.

Step II: Overall Project cost efficiency of the SIP (Y_t): [30% Weightage]

Y_t calculated as follows:

$$\text{Cost per Unit Technical Score A} = \frac{\text{Total Financial Outlay (from Form Tech 9B)}}{\text{Technical Score (X}_t\text{)}}$$

A Minimum

$$Y_t = \frac{\text{A of the bidder under calculation (from Form Tech 9B)}}{\text{A Minimum}} \times 100$$

Step III: Industry Contribution Score (Z_t) :[20% Weightage]

This score rewards Bidders who commit a higher percentage of private investment into the cluster.

Input: Industry Share Percentage (F) (from Form FIN-2).

Calculate Normalized Score (Z_t):

F (% Share of the bidder under calculation)

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$Z_t = \frac{\text{Bidder's Share}}{F} \times 100$
F (% of Maximum Share)

(Where Fmax is the highest industry share percentage proposed among all technically qualified bidders).

Evaluation Summary Table (The “Master Formula”)

The Final Combined Score (Sn) shall be the sum of the weighted scores:

$$S_n = (X_t \times 0.50) + (Y_t \times 0.30) + (Z_t \times 0.20)$$

The Bidder who scores the highest aggregate marks shall be the Selected Bidder. Cluster will be awarded to the Selected Bidder.

**Commissioner
Department of Industrial Training and Employment**

Illustrative Example of Evaluation

Assume three bidders are technically qualified.

1) Step-1: Technical Scores (X_t):

Bidder	Technical Score (X _t)
Bidder A	78
Bidder B	72
Bidder C	85

2) Step-2: Overall cost efficiency of the SIP (Y_t): 30% Weightage

Input (Tech 9B): Total Project Outlay proposed by bidders

Bidder	Total Outlay (₹ crore)
Bidder A	115
Bidder B	110
Bidder C	130

Calculation of A Minimum:

Cost per Unit Technical Score A = Total Financial Outlay/X_t

Bidder	Calculation	A
A	115 ÷ 78	1.474
B	110 ÷ 72	1.528
C	130 ÷ 85	1.529

Amin=1.474 (Bidder A)

Calculation of Y_t:

$$Y_t = (A \text{ Min} / \text{bidder under calculation}) \times 100$$

Bidder	Calculation	Y _t
A	$(1.474 / 1.474) \times 100$	100
B	$(1.474 / 1.528) \times 100$	96.47
C	$(1.474 / 1.529) \times 100$	96.40

3) Step-3: Industry Contribution Score (Z_t) : 20% Weight

Input (FIN-2): Industry Share %

Bidder	F (%)
A	18%
B	20%
C	25%

$$F_{\max} = 25\%$$

$$Z_t = (F - \text{Bidder under calculation} / F_{\max}) \times 100$$

Bidder	Calculation	Z _t
A	$(18 / 25) \times 100$	72
B	$(20 / 25) \times 100$	80
C	$(25 / 25) \times 100$	100

4) Final Calculation:

$$S_n = (X_t \times 0.50) + (Y_t \times 0.30) + (Z_t \times 0.20)$$

Bidder	Calculation	Final Score (S _n)
A	$(78 \times 0.50) + (100 \times 0.30) + (72 \times 0.20)$	83.40
B	$(72 \times 0.50) + (96.47 \times 0.30) + (80 \times 0.20)$	80.94
C	$(85 \times 0.50) + (96.40 \times 0.30) + (100 \times 0.20)$	91.42

5) Result: Bidder C ranks H-1 (Highest Final Score)

Section -5 Terms of Reference (ToR)

1) Background

- a) The Directorate General of Training (DGT), under the Ministry of Skill Development and Entrepreneurship (MSDE), Government of India, is the apex organization responsible for development, coordination, and regulation of long-term vocational training in the country, including Women's Vocational Training. DGT oversees the Craftsman Training Scheme (CTS), which offers training programs ranging from six months to two years, sets policies and standards, develops curricula, manages affiliations and assessments, and conducts National level examinations. Training under CTS is delivered through Industrial Training Institutes (ITIs), while instructor development is undertaken through National Skill Training Institutes (NSTIs). DGT is also entrusted with implementing apprenticeship training in Designated Trades and periodically supports States/UTs in strengthening skilling infrastructure, ensuring a steady supply of trained manpower for industry.
- b) Over the years, ITIs have remained a priority area for the Government of India. Enrolments have grown significantly, new-age courses aligned with industry needs have been introduced, and modernization initiatives have been undertaken. While affiliation and examination policy is determined centrally, administrative and financial control of Government ITIs rests with State Governments.
- c) NSTIs, centrally funded and managed by DGT, play a key role in strengthening the skilling ecosystem by training instructors of ITIs. There are currently 33 NSTIs (19 dedicated to women and 14 general), providing training in both technical skills and pedagogy to ensure effective transfer of hands-on learning.
- d) Despite this progress, multiple assessments highlight the need for comprehensive transformation of ITIs and NSTIs to align with the demands of a rapidly growing and technology-driven economy. Upgradation is required in infrastructure, equipment, governance, instructor capacity, industry engagement, and overall employability outcomes. A more pragmatic, systemic, and coordinated approach is essential.
- e) To address these needs, the Government of India has announced a centrally sponsored scheme with an outlay of ₹60,000 crore (₹30,000 crore Central share, ₹20,000 crore State share, and ₹10,000 crore industry contribution) for the upgradation of 1,000 ITIs in a Hub-and-Spoke model. The scheme proposes creation of government-owned, industry-managed ITIs, implemented in collaboration with States and industry partners. Nearly 20 lakh youth are expected to be trained over five years through industry-aligned courses, including those related to Industry 4.0, green technologies, and other emerging sectors. Selected NSTIs will also be transformed into exemplar institutions for advanced skill training. Furthermore, the scheme is bolstered by strategic financial and knowledge support from the World Bank and the Asian Development Bank (ADB). This partnership includes result-linked financing to ensure measurable employment outcomes, alongside technical assistance for international benchmarking of curricula, teacher training modernization, and the integration of global best practices in vocational pedagogy.
- f) Given the scale and complexity covering planning, industry coordination, capacity building, financial management, monitoring, and reporting — States will require dedicated technical and project management support.
- g) The scheme has two major components:

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- (i) **Component I:** Upgradation of ITIs under a Hub-and-Spoke model with revamped courses.
 - (ii) **Component II:** Transformation of identified NSTIs into exemplar training institutions.
- h) Under Component I, ITIs will be developed into aspirational, industry-aligned institutions through improvements in modern infrastructure, digital and training facilities, faculty development, updated curricula, and a governance model led by industry through Special Purpose Vehicles (SPVs). Anchor Industry Partners (AIPs) will play a central role in planning, co-investment, training design, and placement facilitation.
 - i) Implementation will be guided by a National steering Committee (NSC) chaired by the Secretary, MSDE, comprising representatives from DGT, NCVET, relevant Ministries, States/UTs, academia, and industry. The NSC will oversee policy direction and monitor scheme implementation.
 - j) States will follow a structured process for selection of ITIs and cluster formation, including:
 - (i) defining state-specific eligibility and selection criteria,
 - (ii) preliminary shortlisting against minimum National criteria,
 - (iii) cluster identification based on industry potential and feasibility studies,
 - (iv) incorporation of industry inputs on trades, cluster configurations, and priorities, and
 - (v) finalization of ITI clusters for implementation.
 - k) The scheme will be implemented in Public-Private Partnership (PPP) mode, with an SPV established at the cluster level, as a Section 8 company. The SPV will be jointly owned by the Anchor Industry Partner (51%), Central Government (24.5%), and State Government (24.5%), and will operate the ITI cluster under license from the State Government.
 - l) Through this comprehensive approach, the scheme seeks to transform ITIs and NSTIs into modern, outcome-focused institutions delivering high-quality, industry-relevant training and sustainable employment opportunities.

2) Objective of the Assignment

The objective of this assignment is to engage a capable, credible and technically competent Anchor Industry Partner (AIP) to support the transformation of the identified *ITICluster* under the PM-SETU through a structured Special Purpose Vehicle (SPV).

The engagement seeks to establish a long-term, collaborative partnership in which the AIP contributes industry knowledge, technology outlook, and strategic guidance so that the upgraded ITIs evolve into modern, industry-responsive institutions that consistently deliver high-quality training and improved employment outcomes for trainees.

More specifically, the assignment aims to:

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1. Strengthen the linkage between training and industry demand, ensuring that the ITIs remain relevant to current and emerging labour-market requirements.
2. Promote the introduction of modern technology and good industrial practices within training systems, thereby improving quality, safety, and productivity awareness among trainees.
3. Enhance employability prospects of trainees by ensuring stronger connections with employers, apprenticeship pathways, and opportunities for real-world exposure.
4. Support institutional modernization and better governance, including improved planning, monitoring, and decision-making processes in alignment with scheme guidelines.
5. Encourage innovation, entrepreneurship, and skill upgradation, particularly in sectors with growth potential in the region.
6. Contribute to long-term sustainability of the upgraded ITIs, by promoting efficient utilization of resources and strengthening the overall capability of the institutions to operate as industry-aligned centres of excellence.

Through this assignment, the Government intends to create a structured PPP framework where the AIP acts as a strategic partner, bringing an industry perspective into planning, management and continuous improvement of training delivery, while ensuring compliance with regulatory norms and the broader objectives of the PM-SETU programme.

3) Scope of the Assignment:

The Anchor Industry Partner (AIP), acting through the Special Purpose Vehicle (SPV), shall be responsible for planning, implementation, coordination, and operational management of the identified ITI cluster under the PPP framework.

The AIP is expected to bring strategic leadership, industry knowledge, co-investment, and sustained commitment (minimum five years) to transform ITIs into industry-aligned training centres.

The scope shall include, but not be limited to, the following:

3.1 Strategic Planning & Governance

- (i) Lead the preparation of a five-year Strategic Investment Plan (SIP) for the cluster, detailing infrastructure upgrades, new courses, staffing, and outcomes targets.
- (ii) Serve on the SPV Board along with government nominees.
- (iii) Participate in SPV sub-committees, including Curriculum, Infrastructure, Placement, etc.
- (iv) Align ITI operations with current and emerging industry skill requirements.

3.2 Infrastructure Upgradation

- (i) Design and implement upgradation of classrooms, labs, workshops, hostels, IT networks, and other facilities across Hub and Spoke ITIs.
- (ii) Procure, install, and maintain industry-grade equipment, tools, and simulators aligned with sector requirements.

- (iii) Advise on sector-specific lab layouts and provide access to industry facilities for practical exposure and internships.

3.3 Curriculum Design & Training

- (i) Co-develop and update curricula in collaboration with DGT and industry experts, ensuring alignment with NSQF and National Occupational Standards.
- (ii) Introduce new trades in emerging sectors (EV, renewable energy, AI/ML, advanced manufacturing, etc.).
- (iii) Implement competency-based training, modular courses, blended learning, and workplace-linked training formats.
- (iv) Integrate on-the-job training (OJT), apprenticeships, and practical exposure aligned with local job demand.

3.4 Faculty and Staff Development

- (i) Work with existing ITI instructors to enhance their skills through industry immersion, ToT programs, and pedagogy enhancement.
- (ii) Recruit additional trainers or subject-matter experts as needed.
- (iii) Provide modern teaching aids and continuous professional development support.

3.5 Financial Co-investment & Revenue Models

- (i) Contribute a minimum of 17% of project costs for operational and capital expenses beyond the government share.
- (ii) Participate in revenue-generation initiatives, including paid training, consultancy services, shared lab usage, and industry-paid assessments or certifications.

3.6 Operational Management

- (i) Manage day-to-day operations of the Hub-and-Spoke cluster through the SPV, including budgeting, accounting, procurement, asset maintenance, and hiring contractual staff if required.
- (ii) Implement efficient administrative processes and ICT systems (student management, learning management, accounting).

3.7 Placement, Industry Linkages & Apprenticeship

- (i) Leverage industry networks to arrange campus placements, apprenticeships, and internships.
- (ii) Organize job fairs, industry visits, and employer engagement events.
- (iii) Facilitate the establishment of Apprenticeship cells and career counselling support in ITIs.

3.8 Quality, Standards & Monitoring

- (i) Ensure training adherence to NCVET, NSQF, and other regulatory standards.

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- (ii) Pursue accreditation or quality certifications.
- (iii) Implement KPIs and monitoring frameworks (enrolment, pass rates, placements) and submit regular reports to State and Central Governments.

3.9 Innovation & Long-Term Sustainability

- (i) Introduce innovations such as incubators, entrepreneurial cells, online labs, or virtual reality training.
- (ii) Plan for the financial sustainability of ITIs beyond the project period through revenue models, alumni networks, and industry sponsorships.

3.10 Anchor Industry Partner (AIP) Role

- (i) Provide strategic vision, investment, and leadership.
- (ii) Chair the SPV board and nominate members to the board.
- (iii) Commit to a multi-year partnership (minimum 5 years) and help secure additional industry involvement, including technical partnerships.

3.11 Government Support (DGT / State)

- (i) Up to 83% of project expenditure will be borne by the Government.
- (ii) Provide policy, administrative, and managerial support, including access to infrastructure and staff.
- (iii) Facilitate regulatory approvals, curriculum alignment, and SPV autonomy per scheme guidelines.

4) Details of ITI Hub-and-Spoke Cluster for which this RFP is issued:

(The following is an illustrative example. Actual cluster details is to be provided by state departments before publishing RFP)

S. No.	ITI Name (Hub/Spoke)	State/UT	Land Available (acres)	Number of Trades Offered	Total Student Capacity	Indicative Focus Sectors
1	Kalaburgi HUB	Karnataka	13.2	15	872	Electrical/ Manufacturing / Apparel sector/ Ceramic sector/ Cement production sector/ Automation Automobile/ IT/ Industrial Refrigeration/ Electrical/ Welding/ Plumbing/ Maintenance Trades
2	Jevargi Spoke-1	Karnataka	4.000	12	556	
3	Sedam Spoke-2	Karnataka	4.375	8	324	
4	KALABURAGI (W) Spoke-3	Karnataka	3.000	12	764	
5	Spoke-4 Afzalpura	Karnataka	4.000	12	508	

Note: CTS = Craftsmen Training Scheme (long-term trades); CITS = Craft Instructor Training Scheme. The above cluster has one Hub ITI (Govt ITI Kalaburgi) and four Spoke ITIs.

5) Baseline Characteristics of the Hub and Spoke ITI Cluster

The following table presents the baseline profile of the identified Hub and Spoke ITIs in the cluster. This information is provided to enable bidders to understand the present institutional context, infrastructure status, training outcomes, and capacity gaps.

Bidders are expected to use this baseline data while preparing their proposals, including the Strategic Improvement Plan (SIP), gap assessment, and proposed interventions under the PPP model.

Baseline Parameter	Hub ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Add columns as needed
Year in operation, current grading of ITI(s)						
Current ITI management and IMC composition (if IMC is present)						
List of courses offered						
Number of enrolled students in the last three years (for courses, by gender and category – General/SC/ST/OBC)						
Number of graduates last year by courses (for courses, by gender and category – General/SC/ST/OBC); specify proportion employed and other labor-market outcomes						
Number of instructors (total disaggregated by gender, types of contracts, sanctioned posts, vacancies by course, by gender)						
Size and condition of classroom and workshop facilities. Specify total area.						
Availability of hostel Facility						

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Baseline Parameter	Hub ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Add columns as needed
Availability of 3-phase power, backup (DG sets), and water supply.						
Detailed Equipment Inventory: A comprehensive list of existing machinery and equipment, including their approximate age and its current functional status						
Internal Revenue Generated (IRG) in the last 3 years (e.g., through production centers, spare part manufacturing, or external training).						
Composition of Internal Complaint Committee; effectiveness (GRMs registered/resolved, trainings undertaken, submission of annual reports)						

6) Budget allocation for the last three financial years across the proposed it is (Cluster):

The table below presents the budget allocation trends for the proposed ITI cluster during the last three financial years. Bidders are expected to review this information while formulating their technical and financial proposals, ensuring alignment with current expenditure patterns and resource requirements.

Budget Component	Year 1 (2022-23)	Year 2 (2023-24)	Year 3 (2024-25)	Remarks
Total Recurrent Expenditure				
Faculty Salaries				
Non-teaching Staff Salaries				
Maintenance of Infrastructure				

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Budget Component	Year 1 (2022-23)	Year 2 (2023-24)	Year 3 (2024-25)	Remarks
Utilities (Electricity, Water, Internet)				
Consumables / Raw Materials for Training				
Scholarships, Internship/Apprenticeship and Welfare Programs (incl. stipends for eligible women, SC/ST/PWD students)				
Total Capital Expenditure				
Infrastructure Development				
Equipment Procurement				
ICT-based systems for monitoring and reporting of labour welfare measures				
Total Annual Budget				

7) Indicative Upgradation Requirements Identified by the State:

This section presents the indicative upgradation requirements identified by the State based on existing infrastructure, trade mix, and sectoral priorities. The information is intended to provide baseline inputs to bidders for preparing responsive proposals. Final scope and phasing of upgradation shall be undertaken in consultation with the selected Anchor Industry Partner.

Indicative Requirement	Hub ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Add columns as needed
New CTS courses introduced						
New Short term courses introduced						
Existing courses upgraded as per industry requirement						
Trainer of Training (ToT) Program and up skilling programs						
Skill training as per Industry validation						
Green energy and New age skilling programme						

**RFP for Selection of Anchor Industry Partner under Component – 2 of
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Indicative Requirement	Hub ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Spoke ITI (Name)	Add columns as needed
Establishment of Production center and activities						
Female enrolment increases						
Placement rate of trainees						
Increase of Pass percentage						
Setting up Hostel in the cluster						
Incubation center for promote entrepreneurship and skilling initiative						

Note :Baseline Characteristics of the Hub and Spoke ITI Cluster and Budget allocation for the last three financial years across the proposed ITI (Cluster) were annexed to RFP document.

8) Scheme Institutionalization and Execution Roadmap

(i) Issuance and Acceptance of Letter of Award (LoA)

The selection process concludes with the issuance of the Letter of Award to the successful bidder. The selected Anchor Industrial Partner (AIP) shall convey its formal acceptance within [7] days of receipt. This milestone serves as the official commitment and the starting point (T0) for the partnership. No further legal or financial steps, including SPV formation, can be initiated until this formal award is finalized and accepted.

(ii) Incorporation of the Special Purpose Vehicle (SPV)

Following LoA acceptance, the AIP must lead the legal incorporation of the Special Purpose Vehicle (SPV), registered as a Section 8 Company (Not-for-Profit) under the Companies Act, 2013, in line with PM-SETU guidelines. During this phase, the Memorandum of Association (MoA) and Articles of Association (AoA) shall be executed and filed with the Registrar of Companies (RoC). These documents serve as the SPV's foundational "charter," defining its legal existence, governance framework, and core mission to manage and upgrade the designated ITI cluster.

(iii) Execution of the Shareholding Agreement (SHA)

Once the SPV is legally incorporated and has obtained its Certificate of Incorporation, the Anchor Industrial Partner (AIP), the Central Government, and the State Government shall execute a Tripartite Agreement / SPV Governance Agreement. This Agreement shall codify the industry-led governance model by defining the contribution structure, governance framework, Board composition, and decision-making rights of the parties. It shall also formalise the AIP's commitment

to provide the mandatory minimum 17% contribution (cash and/or in-kind) and set out the financial management, monitoring, and compliance mechanisms applicable to the SPV.

(iv) Execution of the License Agreement (LA)

The License Agreement shall be signed between the State Government and the newly formed SPV. This agreement legally transfers the "Right to Use" the existing Government ITI land, buildings, and machinery to the SPV for the project duration. This is the critical "handover" milestone that allows the AIP and its technical teams to take operational control of the facilities, deploy staff, and begin physical site assessments. The ownership of the land and permanent assets remains with the Government, while the SPV holds the license for management.

(v) Submission and Approval of the Final Strategic Investment Plan (SIP)

While a preliminary SIP is submitted during the bidding stage, the AIP is required to submit a **Final Strategic Investment Plan** after gaining full access to the ITIs via the License Agreement. The Final SIP must be a granular, ground-level blueprint detailing final trade selections, modern equipment specifications, infrastructure design, and a month-on-month expenditure plan. Approval of this Final SIP by the State Steering Committee (SSC) is the final trigger for the release of the first tranche of project funds and the commencement of physical upgradation.

9) Performance Framework and Project Implementation

A. Indicative Activity Milestone

The following milestones outline the mandatory chronological sequence for the cluster's transformation, serving as a roadmap to ensure that the Special Purpose Vehicle (SPV) transitions from planning to full-scale operational excellence within the five-year project lifecycle.

Year	Key Performance Indicator (KPI)
Year 1	SIP approved by NSC, SPV constituted, and Governing Board notified
	Commencement of Infrastructure Works as per SIP
	Increment in seating capacity
	Introduction of short-term courses
	ITI instructors trained
	Upgraded/New Industry-aligned long-term courses
Year 2	75% of Y1 funds utilized and Y2 AOP submitted & approved
	New Courses launched
	Trainee pass percentage (as per SIP)
	Trainee enrollment (Increment) as per SIP
	Any spillover KPI's from Year 1 have been achieved, as applicable.
	ITI instructors trained
	Placement of trainees (as per SIP)
	Upgraded/New Industry-aligned long-term courses
Year 3	75% of Y2 funds utilized; Y3 AOP approved
	Completion of Infrastructure related works
	Any spill-over KPI's from Year 2 have been achieved, as applicable.
	ITI instructors trained

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Year	Key Performance Indicator (KPI)
	Trainee pass percentage
	Sustainability strategy developed and implementation started
Year 4	50% released upon $\geq 75\%$ utilization of Year 3 funds
	Year 4 AOP approved $\geq 80\%$ of Year 3 KPI targets
	Increment in trainee enrollment (and Female enrollment) as per SIP
	ITI instructors trained
	Trainee pass percentage
Year 5	50% released upon $\geq 75\%$ utilization of Year 4 funds
	Year 5 AOP approved $\geq 80\%$ of Year 4 KPI targets
	Trainee enrollment in CoE
	ITI instructors trained
	Trainee pass percentage (minimum 90% of the target)

B. Key Performance Indicators (KPIs):

This framework defines the measurable success metrics for the cluster, establishing the minimum mandatory quality standards and outcome targets spanning enrollment, placement, and sustainability that the Anchor Industry Partner is committed to achieving through the SPV.

Key Area	Performance Indicator	Target / Threshold
Institutional & Governance Reforms	Adoption of Industry-led SPV model at HSICs	100% of approved clusters
	Pathways for sustainable industry participation (production centres, OJT tie-ups, design partnerships, continuity of AIP)	Composite index (baseline + YoY improvement)
Capacity Increment & Trainee Performance	Increase in CTS enrolment	95%
	Pass percentage	90%
	Increase in short-term course output	50% growth as per baseline
Placement Outcomes	Placement rate of CTS trainees	>75%
	Average salary of placed trainees	Increment of 50% over baseline
Gender & Inclusivity	Share of women, PwD, SC/ST, rural & tribal groups in enrolment	50% increment over baseline
	Female trainee placement rate	>75%
Curriculum & Training Quality (incl. Green Practices)	Courses upgraded as per industry requirements	10 per Hub ITI and 08 per Spoke ITI
	New CTS courses introduced	4 per Hub ITI and 2 per Spoke ITI
	New short-term courses introduced	10 per Hub-and-Spoke ITI cluster
	Industry validation of learning outcomes	Positive feedback index
Faculty & HR Development	Trainer recruitment (vacancy reduction)	Below 10% vacancy
	% of trainers upskilled (incl. green practices)	>95%
Infrastructure & Facilities	ITI hub & spoke upgradation	1 hub ITI+ 4 Spoke ITI
Systemic Capacity Building	Number of trainers trained	200 across ITIs and NSTIs / as per SIP
Sustainability	Revenue from non-govt. sources (industry, CSR, production centres, trainings)	≥30%
Monitoring & Reporting	Annual consolidated report at HSIC level	100% of onboarded cluster reporting

C. Performance-Linked Disbursement and Monitoring

The financial lifecycle of this project is governed by a results-based funding model. While the initial mobilization grant is provided to initiate the Special Purpose Vehicle (SPV) and early infrastructure works, all subsequent fund releases are strictly contingent upon performance. The National Steering Committee (NSC) will utilize the Milestones (A) and Target Thresholds (B) as the primary criteria for approving the Annual Operational Plan (AOP) and authorizing disbursements. Failure to meet these benchmarks may result in the withholding of funds or the requirement of a corrective action plan to ensure the project remains aligned with the National objectives of PM-SETU.

This Terms of Reference (ToR) is to be read in conjunction with the PM-SETU Guidelines attached as Appendix. In the event of any conflict between the guidelines and the ToR, the PM-SETU Guidelines shall prevail for policy matters, while the ToR shall prevail for cluster-specific operational details.

**Commissioner
Department of Industrial Training and Employment**

Section 6: Guidelines for Preparation and Submission of SIP

A. Instructions for the Preparation of the Strategic Investment Plan (SIP) (Part -1)

- 1) Overall Guidance Note *(to be read in conjunction with the Scheme Document; this section is for preparatory guidance only and may be deleted during final SIP submission.)*.
- 2) In alignment with the PM- SETU, each State and Union Territory (UT) shall facilitate the establishment of the Industrial Training Institute (ITI) Hub and Spoke Cluster. When submitting recommended SIPs of Hub and Spoke ITI Cluster to MSDE, states are required to attach commitment letters to fulfil the state's obligation of staffing, Scheme funding, and implementation of regulatory reforms, as specified in the scheme document.
- 3) Each Anchor Industry Partner (AIP) shall prepare a Five-Year Strategic Investment Plan (2025–2030) articulating a clear vision, strategic priorities, and investment roadmap to transform the quality and relevance of ITI training delivery which shows alignment with the overall purpose of the scheme to increase employability of graduates of ITIs. SIP shall be evidence-driven, rooted in local economic analysis, and developed through multi- stakeholder consultation involving industry, ITI instructors, students, academia, etc. SIP should be based on local job market studies, analysis of industry value chains, and discussions with experts from different sectors.
- 4) AIPs/SPVs are encouraged to align their investment plans with identified priority sectors, including but not limited to advanced and smart manufacturing, heavy engineering, automotive, textiles and garments, construction, process industries, electricals, electronics and telecommunications, food processing, building interiors, and consumer durables.
- 5) The SIP must demonstrate innovation in training design and delivery, with an emphasis on technology integration, blended learning, and modular curriculum aligned to existing and emerging job roles. The aim is to enhance the scale, quality, and labor market outcomes of graduates from the ITI ecosystem.
- 6) The total investment for Hub ITI and each Spoke ITI shall not exceed Rs 81 Crore and Rs 40 Crore respectively, inclusive of all capital and operational components. Within this overall financial ceiling, expenditure on civil infrastructure shall not exceed 20% of the total approved budget. SPV shall ensure optimal allocation between physical infrastructure, digital capabilities, faculty development, and program innovation.
- 7) The SIP is a strategic document focusing on demand-driven and industry-aligned courses, industry linkages, innovative approaches to program design and delivery, staff training, infrastructure development, gender and inclusion strategies, monitoring and evaluation systems, governance and management frameworks, financial and institutional sustainability. A comprehensive stakeholder engagement and communications plan may also be developed and included in the SIP budget. Each section of the SIP should describe the action, articulate expected outcomes, responsible entities, timelines, and budget requirements.
- 8) SIPs will be operationalized through Annual Operation Plan (AOP) which will include Annual Work and Budget Plans (AWBP). This Annual Operation Plan

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(AOP) will be submitted to SSC for approval before the start of the financial year. SIPs could be amended as needed by the SPVs. However, amendments with financial implications and impacting on the mandatory KPIs will need to be approved by the State Steering Committee and the National Steering Committee.

- 9) Template 3 consolidates the total budget required for implementing the Five-Year Strategic Investment Plan. Proposals must transparently disclose all sources of funding, including ongoing or expected support from State Governments, public-private partnerships, or other externally aided projects. Template 4 is Gannt Chart on the implementation timeline. Annexure II (Part B of the Section 4) provides the evaluation criteria and scoring rubric.

B. Instructions for the Preparation of the Strategic Investment Plan (SIP) (Part -2)

Section	Instruction
Detailing on ITI and Local Economy	✓ List the hub ITI and its associated spokes, ✓ Outline the characteristics of the local community, including the economy, key industries, labor market trends, and population demographics. ✓ Specify the key trades, sectors and programs that will be offered to align with industrial needs
Details of Anchor Industry Partner	✓ Details of the anchor industry partner (AIP) and its associated industry partners/ and institutional collaborators (if any).
Budget and Financing	✓ Provide the annual recurring and capital budget for the hub and all spokes for the last 3 years. ✓ Indicate the sources of financing (central, state, industry, income generation, grant-in aids etc). (Refer: Template 2)
Vision and Mission	✓ State the rationale for selection of the Hub and Spoke ITI Cluster. Define the vision, mission, core strategies, and unique value propositions that add value to the proposal.
Detailing on New and upgradation of courses proposed for CTS, Short term and any other program	✓ Provide details of labour market demand analysis to identify current and future employment opportunities. ✓ Details of CTS courses to be upgraded. ✓ Details of New CTS courses to be proposed and mechanism adopted. (This process will involve consultations with industry experts, governments, and other stakeholders to establish priority trades and courses. It is important to consider foundational learning as part of the course development. Modules such as language, digital skills, career guidance counselling, could be embedded into the new courses, or as electives or extracurricular activities). ✓ Details of new short-term courses to be developed or adopted. ✓ Explain the course development or upgradation process, including consultations and approval/ accreditation sought. Explain how the SPV, along

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Section	Instruction
	with Hub and Spoke ITIs and industry partners will work together. Which courses or modules will be offered at which institutions? Whether the courses and modules offered are gender neutral and are also designed for the differently abled people? How will faculty and facilities be shared across institutions? How will all students be able to learn different courses in the hub and spokes? Provide evidence of: ○ skills demand and/or potential for expansion of this demand. ○ the presence of industrial linkages involving these programs. ✓ perceived advantages for institutions and students through the programs
Proposed Industry and Employer Linkages	✓ Partnerships with industries and employers. This may include financial supports, technology know-how support • Detailing on proposed apprenticeships and faculty industry attachment. ✓ Development of customer-ordered industry-commissioned training programs and establishing “learning factories” ✓ Detailing on proposed sharing of technology and production equipment’s ✓ SIP can also provide proposed solutions if any for small and medium enterprises e.g. R&D solutions etc ✓ Proposed MOUs with companies for employment, apprenticeships, funding etc (Other details may include engaging industries in the development of standards, curriculum, and training programs, through technical committees, details of Jobs, and competency standards required in Industries, identifying specific industries that has potential for absorbing different categories of differently abled people and develop standard, curriculum and training programs. Organizing alumni and industrial outreach) The SPVs need to clearly articulate which types of industry partnerships are being provided in the SIP and attach letters from all the collaborating industries.
Innovation in Training Program Design, Delivery, and Technology Integration	✓ Innovation in program design and delivery. ✓ Innovative programs for Occupational Health & Safety, Industry 4.0 occupations, and entrepreneurship. ✓ Initiatives like incubation centres, Atal tinkering labs, industry commissioned specialized training, and industry-certified programs. Joint or sandwich programs with Indian or Foreign partner. ✓ Innovative pedagogy like hybrid learning, student-centered and adaptive approaches, VR/AR labs, interdisciplinary and project based learning, skills

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Section	Instruction
	competitions, R&D, and on-the-job training.
ITI Leadership and Instructor Capacity Building Plan	✓ Plan for continuous professional development of ITI leaders, trainers, and staff. ✓ Proposed Partnerships with National Skill Training Institutes (NSTIs) or other educational institutes such as the Indian Institute of Management or Institute of National importance (INIs) etc. ✓ Recruitment plans for existing vacancies and new trades. (Staff professional development should begin with a training needs assessment to identify gaps in academic knowledge, technical competencies, and teaching methodologies. Strategies/Plan for assessment can be provided in this section. Once these assessments are conducted, the SPV should implement a staff development plan that includes industrial attachments, ongoing training in pedagogy, ICT, training of the trainers, student management, and internship supervision, fostering a culture of continuous professional growth.) ✓ Plans for appraisals, incentives, and flexible HR arrangements may be outlined to enhance motivation and retention among instructors. ✓ Provide clear policies for competitive selection of key leadership roles of SPV.
Upgradation Plan including Infrastructure Development Plan and labs	✓ Outline necessary investments in civil infrastructure (e.g., classrooms, hostels, workshops), including digital infrastructure, and procurement of state-of-the-art equipment. (The SPVs are encouraged to develop a long-term infrastructure master plan first before deciding which specific civil works projects will be supported under the scheme, explain how investments have been prioritized across Hub and Spoke ITIs. Highlight gender-inclusive, climate resilient and accessible infrastructure. Highlight if any assistance of finance is proposed through other schemes of state/centre/existing collaborations.) ✓ Development of sports facilities, incubation centre, production centre etc (Note: In case of upgradation of existing facilities or development of facilities, a checklist-based audit will be conducted and all-inclusive improvement (including improving solid, liquid waste management, energy efficiency, universal access, Health & Safety, etc) may be made part of SIP and implemented while constructing/upgrading.)
Gender and Inclusion Plan	✓ State current gender ratios in local community and ITI ✓ Define strategies and actions for improving women's participation, especially in non-traditional trades.

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Section	Instruction
	Address multiple layers of exclusion (e.g., SC, ST, PWD). ✓ Define indicators to monitor progress.
Measuring Performance and Outcomes	✓ Define performance indicators ✓ Define systems/mechanisms that would be established to produce these indicators. (Note: The indicative full set of performance indicators and measurement methodology can be found in Template 3)
Governance Management and	✓ Provide the details of participating institutions, industry partners in SPV Board proposed by AIP/Industry Consortium. ✓ Management Team: Provide details of SPV Management proposed with proposed organogram. ✓ Hub and Spoke Relationship: Provide detailing on relationship of Hub ITI and Spoke ITI
Sustainability and Scalability	✓ Detail out sustainability plans including both institutional and financial sustainability. (Explain how financial sustainability can be improved through income generation, both during and beyond the duration of the PM-SETU scheme. Detail how the SPV intends to ensure long- term impact.)
Stakeholder Engagement and Communication	✓ Detail out stakeholder engagement, communications strategy.
Risk and Mitigation Strategies	✓ Detail out key risks (internal and external) for implementation ✓ Provide mitigation strategies for each identified risk.

Wherever the term “template, Annexure” appears in this Section 6 , please refer to the PM-SETU Guidelines given in the Appendix for detailed guidance.

Section- 7: Proposal Submission Forms

Form Tech -1: Letter comprising the Technical Bid

(To be submitted on the Bidder's Letterhead)

To:

Commissioner
Department of Industrial Training and Employment
Kaushalyabhavan, Dairy Circle
Bangalore-29

Sub: Bid for Upgradation of Industrial Training Institutes (ITIs) under PM-SETU for Cluster: 2 Govt ITI Kalaburgi State: Karnataka

Date: _____

Dear Sir/Madam,

- 1) With reference to your RFP (including all Addenda, Amendments, and Corrigenda issued), I/We, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the above-mentioned Cluster. The Bid is unconditional and unqualified.
- 2) I/We certify that all information provided in this Bid and the supporting documents is true, correct, and complete. I/We acknowledge that the Authority will rely on this information for evaluating and qualifying us as a Bidder.
- 3) I/We hereby declare that this Bid is being submitted:

☐ as a **Sole Bidder**, OR

☐ as a **Consortium**, comprising the following Members:

Member Name	Role	Participation (%)

- 4) Where applicable, the **Lead Member** has been authorized by all Consortium Members, and the Consortium Agreement and Power(s) of Attorney are enclosed in accordance with the RFP.
- 5) I/We confirm that we meet all eligibility and qualification requirements specified in the RFP. I/We further certify that during the last three years, neither we nor our Associates have failed to perform any contract, been expelled from any project, nor had any contract terminated for breach.
- 6) I/We declare that we do not have any conflict of interest and have not engaged in any corrupt, fraudulent, coercive, undesirable, or restrictive practices. We further certify that neither we, our Associates, nor our Key Personnel are under investigation, charge-sheeted, or convicted for any offence relating to security, integrity, or moral turpitude.
- 7) I/We acknowledge the right of the Authority to cancel the bidding process or reject our Bid at any time without assigning any reason, and I/We irrevocably waive any right to challenge such decisions.

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- 8) If declared as the Selected Bidder, I/We agree to:
 - (a) incorporate a **Section 8 Company (SPV)** prior to execution of the License Agreement; and
 - (b) execute the License Agreement in the form provided in the RFP (including any amendments issued), without seeking deviations.
- 9) I/We confirm that our Net Worth is positive for the financial year immediately preceding the Bid Due Date, in accordance with the RFP.
- 10) I/We have furnished the Bid Security in the amount and form specified in the RFP/Datasheet.
- 11) This Bid shall remain valid for the period specified in the RFP/Data Sheet (as amended from time to time), or such extended period as may be requested by the Authority and accepted by us in writing.

The Statement of Legal Capacity, Power of Attorney/Authorization (including Consortium/Lead Member authorization, where applicable), and all supporting technical documents have been submitted/uploaded in accordance with the RFP.

In witness whereof, I/We submit this Bid under and in accordance with the terms and conditions of the RFP.

Yours faithfully,

(Signature, name and designation of the Authorized Signatory)
Name and seal of Bidder

For and on behalf of
[Name of Lead Member]
as Lead Member of the Consortium
(acting on behalf of all Consortium Members)

(Seal)

Form Tech-2 :Details of the Bidder

(To be printed on the letterhead of the Bidder / Lead Member of Consortium)

Sl. No.	Particulars	Details to be Furnished
1	Name of the Bidder / Consulting Firm	_____
2	Eligible Applicant Type	☐ Industry Partner (including PSU) ☐ Industry Association ☐ Consortium ☐ Industry-led Foundation (CSR / Philanthropy arm) ☐ Industry-promoted Academic / Training Institution
3	In case of Consortium, name of the Lead Bidder	_____
4	Legal Status of the Bidder	☐ Proprietorship ☐ Partnership ☐ Limited Liability Partnership (LLP) ☐ Private Limited Company ☐ Public Limited Company ☐ Section 8 Company ☐ Registered Society ☐ Registered Trust ☐ Public Sector Undertaking ☐ Others (please specify): _____
5	Registered Address of the Bidder	_____
6	Year of Incorporation / Registration No. / CIN / LLPIN (as applicable)	_____
7	PAN Number	_____
8	GSTIN	_____
9	Authorized Signatory Details	Name: _____ Contact No.: _____ Email ID: _____ Official Address: _____
10	Bar / Blacklisting Status	(i) Has the Bidder been barred by any Central / State Government or PSU? YES / NO (ii) If yes, does the bar subsist as on the date of Bid? YES / NO
11	Past Contract Performance	Has the Bidder paid liquidated damages exceeding 5% of contract value or been penalized in the last three years? YES / NO If yes, attach details on separate sheets.

Declaration

We hereby declare that the information furnished above is true and correct to the best of our knowledge and belief. If any discrepancy is found at any stage, our Proposal may be rejected, and we shall be liable for any consequences as per applicable laws.

Signature of Authorized Signatory

Name & Designation:

Duly authorized to sign Proposal for and on behalf of:

[Sole Bidder / Lead Member of CONSORTIUM, Address, Seal]

Form Tech-3 :Declaration Regarding Conflicting Activities

Date: [Insert Date]

RFP Reference No: [Insert RFP Number]

To,

*Commissioner
Department of Industrial Training and Employment
Kaushalyabhavan, Dairy Circle
Bangalore-29*

Subject: Declaration regarding Conflicting Activities for the Anchor
Industrial Partner (AIP) for the Cluster-2 Govt ITI Kalaburgi of State KARNATAKA
under the PM-SETU.

Dear Sir/Madam,

In accordance with the requirements of the RFP, we hereby provide our declaration regarding conflicting activities:

1. We hereby declare that our firm, including our associates and group firms, have not indulged in any such activities which can be termed as conflicting activities as defined in the RFP.
2. We confirm that neither our firm nor our proposed Key Experts have any business or family relationship with any official of the Authority who is directly or indirectly involved in any part of:
 - (i) the preparation of the Terms of Reference for the assignment,
 - (ii) the selection process for this contract, or
 - (iii) the supervision of the resulting contract.
3. We acknowledge that in case of any misrepresentation of information or discovery of a conflict of interest at a later stage, our proposal/contract shall be liable to be rejected or terminated by the Authority, and such decision shall be binding on us.

Yours faithfully,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Company Seal:

Form Tech-4:Self-Certification of Eligibility and Non-Blacklisting

Location

Date

To,

*Commissioner
Department of Industrial Training and Employment
Kaushalyabhavan, Dairy Circle
Bangalore-29*

Subject: Self-Certification regarding Eligibility and Non-Blacklisting Status

Dear Sir/Madam,

We, [Full Name of Bidder], a [Company/Firm/Consortium] registered under the [Insert Act, e.g., Companies Act 2013], having our registered office at [Registered Address], do hereby solemnly affirm and declare the following:

1. Registration & Operation: We are a registered entity under the relevant Acts and are duly registered with the Goods and Services Tax (GST) Authorities. We have been in continuous operation for the last five years.
2. Current Eligibility (GFR 2017): As of the date of this proposal, we are not blacklisted or debarred by any agency of the Central Government, State Government, or any other regulatory authority in India. We are in full compliance with Rule 151 of the General Financial Rules (GFR), 2017 and the guidelines issued by the Department of Expenditure vide OM No. F.1/20/2018-PPD dated 02.11.2021.
3. Portal Eligibility: We certify that [Name of Bidder] is currently eligible to participate in bids on the Central Procurement Portal and is not under any active disqualification, suspension, or "Red Interest" flagging.
4. Disclosure of Past Debarment (Strike out if not applicable): We declare that a prior debarment/suspension was issued against the firm by [Authority Name] which concluded on [Date of Expiry]. As per Para 14 of the MoF OM dated 02.11.2021, this debarment stands automatically revoked upon the expiry of the specified period. Since the conclusion of the said period, no further orders of debarment have been issued against us.
5. Integrity Undertaking: We understand that if any information provided above is found to be false, or if material facts regarding our eligibility are suppressed, the Authority may place our agency on the negative list/blacklist without prejudice to any other civil/criminal action, including the forfeiture of the Earnest Money Deposit (EMD) and Performance Guarantee.

Yours faithfully,

Authorized Signature (full name and initials):
Name and Title of Signatory: Name of Firm : Address

Form Tech-5 :Certification of Turnover /Financial Capability

(On the letterhead of the Chartered Accountant)

Date: _____

To:

*Commissioner
Department of Industrial Training and Employment
Kaushalyabhavan, Dairy Circle
Bangalore-29*

Subject: Certification of Financial Capability

We have examined the books of accounts and other relevant records of *(Name of Bidder and address.)* Based on such examination and according to the information and explanations provided to us, and to the best of our knowledge and belief, we hereby certify that the annual turnover and net worth for the following financial years are as detailed below:

Financial Year	Turnover (Rs.) in lakhs	Net Worth (Rs.in lakhs)
2022-23		
2023-24		
2024-25		

Chartered Accountant Details:

Signature: _____

Name: _____

Designation: _____

Membership Number: _____

Date: _____

Company Seal: _____

Business Address: _____

UDIN :

Note: This certificate shall be submitted individually by each member of the / Consortium.

Form Tech-6: Power of Attorney for Signing of Bid

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents,

We, *[Name of the Firm and Address of the Registered Office]*, do hereby irrevocably constitute, nominate, appoint, and authorize Mr./Ms.*[Name]*, son/daughter/wife of *[Name]*, residing at *[Address]*, presently employed with us/the Lead Member of our Consortium and holding the position of *[Designation]*, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf all such acts, deeds, and things as are necessary or required in connection with or incidental to submission of our Bid in response to the RFP titled “Upgradation of Industrial Training Institutes (ITIs) under the PM-SETU for Cluster-2 Govt ITI Kalaburgi”, including but not limited to:

1. Signing and submission of all applications, bids, and other documents and writings;
2. Participating in Bidders’ and other conferences and providing information/responses;
3. Representing us in all matters relating to the Bid;
4. Signing and execution of all contracts, undertakings, and agreements consequent to acceptance of our Bid; and
5. Generally dealing with all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award thereof to us and/or until entering into the contract.

AND we hereby agree to ratify and confirm all acts, deeds, and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney. All acts, deeds, and things done by our said Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF, we, *[Name of the Firm/Lead Member]*, the above-named Principal, have executed this Power of Attorney on this *[Date]*.

For *[Name of the Firm / Lead Member]*

(Signature, Name, Designation, and Address of Principal)

Witnesses:

1. _____
2. _____

Accepted by:

(Signature, Name, Designation, and Address of the Attorney)

Notarized

Notes:i. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s), and when required, under the common seal affixed in accordance with the required procedure.

ii. Wherever required, the Bidder should submit for verification the extract of charter documents, board/shareholders resolution, or a Power of Attorney in favor of the person executing this Power of Attorney, authorizing delegation of power hereunder.

Form Tech -7 :CA Certificate for Number of Employees

TO WHOMSOEVER IT MAY CONCERN

We have verified the payroll records, Employee Provident Fund (EPF) filings, and other relevant documents of *[Insert Bidder Name]*, having its registered office at *[Insert Bidder Address]*.

Based on our examination, we hereby certify that as of *[Insert Date usually the last day of the month preceding the bid date]*:

1. The total number of employees on the direct payroll of the company is *[Insert Number]*.
2. These employees are exclusive of any outsourced, third-party, or contractual labor.
3. The company is in compliance with statutory EPF contributions for the certified number of employees.

UDIN: *[Insert 18-digit UDIN Number here]*

Place: _____ Date: _____

Signature: _____

(Name and Seal of the Chartered Accountant/Statutory Auditor)

Membership No: _____

Form Tech-8 :Strategic Investment Plan (SIP) Submission Format

DetailsofHub-SpokeITI Clusters	Clusters -2 Consists of Hub ITI (Govt. ITI Kalaburgi) and 4 Spoke ITIs of 1. Govt. ITI Jevargi 2.Govt. ITI Sedam 3.Govt. ITIKalaburgi(W) 4. Govt ITI Afzalpura
ContactName,Title,Tel, Email of bidder/Industries	AIPorAIPleadconsortium details need to furnish

Sl no	Section
1.	Introduction
2.	Vision,Mission,andStrategicObjectives
3.	NewandRevisedCoursesProposedBasedonDemandandGapAnalysis - Long-term(CTS,Diploma), - Industry-certifiedprograms - Otherdemand-drivenandinnovativeprograms
4.	ProposedIndustryandEmployerLinkages
5.	InnovationProposedinTrainingProgram,andPedagogy
6.	CapacityBuildingPlanforITILeadershipandInstructors
7.	InfrastructureModernizationandDevelopmentPlan(includingdigital infrastructure)
8.	GenderEquityandSocialInclusionStrategy
9.	Monitoring,Evaluation,andPerformanceMeasurementFramework
10.	GovernanceStructureandManagementFramework
11.	StrategyforFinancialSustainabilityandScalableimpact
12.	Stakeholderconsultation,EngagementandCommunicationsstrategy
13.	RiskIdentification,Assessment,andMitigationPlan

Summary Form of Strategic Investment Plan (SIP)

1. Executive Summary – Overview of the cluster (Hub-and-Spokes, locations, key industry sector focus), vision and goals of upgradation, summary of investment required and expected outcomes.

2. Cluster Profile – Baseline data for Hub and each Spoke: year established, courses/trades, current capacity and enrolment, pass and placement rates, staff strength, infrastructure facilities available, notable partnerships or achievements. Includesocio-economic context of the area (industries present, skill gaps).

3. Needs Assessment & Gap Analysis – Identified gaps in infrastructure, training quality, industry relevance, etc., through diagnostic studies or stakeholder consultations. Forinstance, list of equipment that is outdated or trades with obsolete curriculum, etc., and the improvements needed.

4. Upgradation Plan – Detailed plan with sub-components:

- (i) *Infrastructure Development*: Civil works (new buildings, renovations) with specifications (e.g., construct new workshop of 500 sqm, renovate 10 classrooms, etc.), site readiness issues, and implementation timelines.

- (ii) *Equipment & Technology*: Trade-wise list of machinery, tools, IT hardware to be procured; quantity, estimated cost, and justification (e.g., CNC lathe – 2 units – to train 30 machinists/year).
- (iii) *Curriculum and Courses*: List of new courses to introduce (with duration, target annual intake), existing courses to be phased out or revised, modular structure adoption plan, alignment with NSQF/NCrF levels.
- (iv) *Faculty and HR*: Recruitment plan for new instructors or staff (numbers, profiles), training plan for existing faculty (areas/topics of ToT), any management staffing for SPV (CEO, admin, M&E officer, etc.).
- (v) *Digital Integration*: Plan for implementing LOMS and digital classrooms – internet connectivity arrangements, hardware procurement for IT labs, digital content creation if any by the cluster.
- (vi) *Industry Partnerships*: *Roles and contributions of Anchor and other industry partners – e.g., internships for X students/year at ABC Corp, industry expert lectures schedule, equipment donation commitment, etc.*
- (vii) *Outreach & Mobilization*: *Strategy for student mobilization (awareness campaigns, counselling workshops), focus on increasing female enrolment or other target groups.*
- (viii) *Sustainability Measures*: How the cluster will generate revenue or manage costs post-scheme.

5. Implementation Timeline – Gantt chart or phased timeline showing sequence of key activities: SPV setup, procurement milestones, civil works start/finish, course launch dates, etc. Identify critical path items.

6. Institutional Arrangements – Details of SPV (promoters, proposed Board composition), coordination with state department, roles of key officials, any capacity building needed for implementation.

7. Cost Estimates – Detailed budget tables: Breakup by component (civil works, equipment, training, admin, etc.) and by year.

Cost assumptions for each item (e.g., unit costs).

Contingency provision (if any, say 5-10%).

Summary of total cost for cluster.

8. Financing Plan – Sources of funds aligned to costs: central share, state share, industry share, any other (CSR, etc.). Indicate when each source will be injected (e.g., State ₹X crore in Year 1, ₹Y in Year 2, etc.). Ensuring this matches cost-sharing ratios.

9. Expected Outcomes & KPI Targets – Table of key performance indicators with baseline value, annual targets, and final target (for end of project).

10. Risk Assessment & Mitigation – Identify major risks (e.g., delay in civil works due to monsoon, difficulty in finding qualified trainers, industry contribution shortfall) and mitigation strategies.

11. Approval and Endorsements – Section for signatures of preparation team (AIPL lead, ITI principals, etc.), endorsement by State department or SSC before forwarding to NSC.

(This template will guide clusters in preparing comprehensive and standardized SIPs. Actual SIPs may include additional annexes like detailed equipment specs, architectural drawings, etc., as needed.)

Form Tech -9A :SIP Implementation & Evaluation Matrix

Bidders should refer to the instructions in Section 4 Part B while preparing these details.

Sl.No		Parameter (as per evaluation framework)	Bidder's to submit detailed Proposal w.r.t. each parameter
A		Operational Plan & Strategy	
	Inclusivity (SC/ST & other groups)	Targeted mobilization, counselling, retention, and support measures to improve participation and outcomes for underserved communities.	
	Female Enrolment	Roadmap for increasing female enrolment via infrastructure, trade diversification, safety measures, flexible delivery models, scholarships.	
B		Curriculum Strategy — Diversity & Innovation	
	Course Redesign	Enhancement of existing courses with industry-validated modules, updated curricula, NSQF alignment.	
	New-Age Areas	Phased implementation of programs in IR 4.0, Green Energy, Digital Skills, EV, Advanced Manufacturing; lab setup and faculty readiness.	
	Non-ITI Courses	Portfolio of short-term certifications, work-based diplomas, executive programs catering to local industry needs.	
	Pedagogical Innovation	Integration of AR/VR, simulations, digital platforms, and blended learning into teaching-learning processes.	
C		Infrastructure & Facility Management	
	Capex&Upgradation Plan	Blueprint for civil works, workshop modernization, lab development, plus preventive/corrective maintenance strategy.	
	Equipment Fungibility	Design laboratories/machinery to be multi-trade compatible, modular, future-ready for	

Sl.No		Parameter (as per evaluation framework)	Bidder's to submit detailed Proposal w.r.t. each parameter
		optimal utilization and technology upgrades.	
D		Industry Engagement & In-house Absorption	
	Partnership Strategy	Confirmed/proposed MoUs for Dual System of Training, OJT, apprenticeships, and curriculum co-development.	
	In-house Absorption	Commitment on number/proportion of graduates absorbed by Anchor Industry Partner, vendors, or supply-chain partners.	
	Cluster Size	Rationale for proposed geographical spread and industrial coverage aligned with demand and manageability.	
E		HR Plan	
	Proposed SPV CEO	Detailed CV highlighting leadership experience in large-scale skilling initiatives, PPP/SPV models, or industrial operations, including project size and outcomes handled.	
	Trainer Capacity Building	Structured training/upskilling calendar for existing ITI trainers addressing gaps in pedagogy, digital tools, emerging technologies; include certifications and industry exposure.	
	Master Trainers & Experts	Strategy for sourcing, onboarding, and retaining industry veterans, Master Trainers, Academic Deans, or Subject Matter Experts for specialized domains.	
	Vacancy Management	Mechanism for rapid deployment of qualified contractual staff to ensure zero instructional disruption until permanent staff appointment by State.	
F		Employment Outcomes	
	Placement Strategy	Year-on-year quantifiable targets for increasing	

Sl.No		Parameter (as per evaluation framework)	Bidder's to submit detailed Proposal w.r.t. each parameter
		placement rates over current baseline; include sector-wise demand analysis.	
	Apprenticeships	Specific industry tie-ups under NAPS/NATS; indicative number of apprenticeship opportunities.	
	Salary Growth	Linkage between proposed training interventions and improved entry-level wage outcomes vs historical data.	
	Overseas Mobility	International placement pathways: partnerships with overseas employers, recruitment agencies, language/cultural training.	
G		Sustainability Plan	
	Revenue Generation Model	Plan to develop ITI as Production Centre / Service Hub offering fee-based courses, industry services, or manufacturing activities.	
	Long-term Viability	Phased financial outlook showing progressive reduction in dependence on government support and movement towards self-sustainability.	

Bidder Declaration

We confirm that the above proposal has been prepared in line with SIP requirements and reflects our strategy and commitment to achieving the proposed outcomes.

Yours faithfully,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

Company Seal:

Form Tech 9B: Five-Year Investment Plan Budget for ITI Consortium

	Investment Activity	Five-Year Target					Expected Outputs	Potential Direct Beneficiaries (with estimated numbers)	Investment Required (₹)
		Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30			
A. Operational Plan & Strategy	Inclusivity (SC/ST & other groups)								
	Female Enrolment								
B. Curriculum Strategy — Diversity & Innovation	Course Redesign								
	New-Age Areas								
	Non-ITI Courses								
	Pedagogical Innovation								
C. Infrastructure & Facility Management	Capex&Upgradation Plan								
	Equipment Fungibility								
D. Industry Engagement &	Partnership Strategy								

In-house Absorption	Investment Activity	Five-Year Target					Expected Outputs	Potential Direct Beneficiaries	Investment Required
	In-house Absorption								
	Cluster Size								
E. HR Plan	Proposed SPV CEO								
	Trainer Capacity Building								
	Master Trainers & Experts								
	Vacancy Management								
F. Employment Outcomes	Placement Strategy								
	Apprenticeships								
	Salary Growth								
	Overseas Mobility								
G. Sustainability Plan	Revenue Generation Model								
	Long-term Viability								

Note: While preparing the above budget, the Bidder shall include its own contribution. However, the Bidder's own contribution/share shall not be separately mentioned or priced in this budget, as the same shall be captured as the quote in the Financial Proposal.

Form Fin 1: Details of Source of funding for Five Years Investment

	Investment Activity	Five-Year Target					Investment Required (₹)	Sources of Funding
		Year 1 2025-26	Year 2 2026-27	Year 3 2027-28	Year 4 2028-29	Year 5 2029-30		
A. Operational Plan & Strategy	Inclusivity (SC/ST & other groups)							
	Female Enrolment							
B. Curriculum Strategy — Diversity & Innovation	Course Redesign							
	New-Age Areas							
	Non-ITI Courses							
	Pedagogical Innovation							
C. Infrastructure & Facility Management	Capex&Upgradation Plan							
	Equipment Fungibility							

	Investment Activity	Five-Year Target					Investment Required	Sources of Funding
D. Industry Engagement & In-house Absorption	Partnership Strategy							
	In-house Absorption							
	Cluster Size							
E. HR Plan	Proposed SPV CEO							
	Trainer Capacity Building							
	Master Trainers & Experts							
	Vacancy Management							
F. Employment Outcomes	Placement Strategy							
	Apprenticeships							
	Salary Growth							
	Overseas Mobility							

	Investment Activity	Five-Year Target					Investment Required	Sources of Funding
G. Sustainability Plan	Revenue Generation Model							
	Long-term Viability							

FORM FIN-2: Financial Proposal: Industrial Share Percentage

(To be submitted on the Letterhead of the Bidder / Lead Member of Consortium)

RFP Title: Upgradation of ITIs under the PM-SETU for the Clusters -2 : Hub: ITI (Govt. ITI Kalaburgi)

A. Bidder's Financial Commitment (Its Share)

Sl. No.	Description	% Against Five-Year Investment Plan Budget
1	Share committed by the Bidder (as % of Total Project Cost)	_____ %

B. Declaration

1. We confirm that the Industry Share quoted above is firm and binding for the duration of the Bid Validity period as specified in the RFP.
2. We understand that this percentage represents our mandatory financial contribution towards the project, to be channelled through the Section 8 Company (SPV).
3. We confirm that this bid is compliant with the PM-SETU Scheme Guidelines and all subsequent Corrigenda.
4. In the event of being selected, we undertake to provide the necessary bank guarantees/performance security based on this committed value.

Authorized Signatory

Name: _____ Signature: _____

Designation: _____ Date: _____

Seal: _____

In case of Consortium: This form shall be signed by the Lead Member, and the commitment shall be jointly and severally binding on all members.

Section 8 –Annexures

Annexure -I: Submission of Pre-Proposal Queries

[On the Letterhead of the Bidder]

Date: / /20__

To,
Commissioner
Department of Industrial Training and Employment
Kaushalyabhavan, Dairy Circle
Bangalore-29

Subject: Submission of Pre-Proposal Queries – RFP for *[Title of Assignment]*

Sir/Madam,

We, the undersigned, refer to the Request for Proposal (RFP) dated [insert date], issued by [Authority name] for “*[Title of Assignment]*”.

In accordance with the provisions of the RFP, we hereby submit our queries/clarifications for your kind consideration. The queries have been consolidated in the prescribed format below.

We request you to kindly provide clarification/confirmation on the same. This will enable us to submit a comprehensive and well-aligned proposal in line with the requirements of the RFP.

We thank you for the opportunity to participate in this process and look forward to your response.

S. No.	RFP Section / Clause No.	Page No.	Existing Provision in the RFP	Query / Clarification Sought	Suggested Modification (if any)

Yours faithfully,

(Authorized Signatory)
[Name & Designation]
[Bidder Firm Name]
[Contact Details]

Annexure 2 : Declaration on /Consortium (if applicable)

(To be submitted on the Letterhead of the Lead Member)

Date: _____

RFP Reference No.: _____

To

*Commissioner
Department of Industrial Training and Employment
Kaushalyabhavan, Dairy Circle
Bangalore-29*

Subject: Declaration regarding / Consortium for the proposal for [Name of Assignment]

Dear Sir/Madam,

We, the undersigned Members of the / Consortium, hereby submit our proposal for the above-mentioned assignment in response to RFP No. _____ dated _____.

We hereby declare and confirm the following:

1. Constitution of the / Consortium

We have formed a / Consortium solely for the purpose of submitting this proposal and, if awarded, for executing the Contract for the Project. The Members are:

- **Lead Member:** [Name], incorporated under the laws of [Country], having its registered office at [Address].
- **Member 2:** [Name], incorporated under the laws of [Country], having its registered office at [Address].
- **Member 3 (if applicable):** [Name], incorporated under the laws of [Country], having its registered office at [Address].

2. Lead Member Authorization

We hereby designate **[Name of Lead Member]** as the Lead Member and authorize it to act on behalf of all Members in all matters relating to this proposal and the Contract, including:

- a) signing and submitting all documents;
- b) receiving and responding to communications;
- c) making representations, undertakings, and commitments; and
- d) assuming obligations relating to the satisfactory execution of the Contract.

3. Roles and Responsibilities

Sr. No.	Member Name	Role	Key Responsibilities
1	Lead Member		
2	Member		
3	Member		

4. Joint and Several Liability

We acknowledge and agree that all Members of the / Consortium shall be **jointly and severally liable** to the Authority for the full and satisfactory performance of the Contract in accordance with its terms.

This liability shall not be limited by any internal arrangements among the Members. The composition of the / Consortium shall not be altered, nor shall it be dissolved, without the prior written consent of the Authority until successful completion of the Project.

5. Acceptance of Terms

We confirm that we have carefully read and understood the RFP and all provisions relating to s / Consortiums. We understand that any misrepresentation or breach of this Declaration may result in rejection of our proposal, termination of the Contract, and forfeiture of applicable guarantees.

Declaration

We submit this Declaration as a true statement of our intent, commitment, and capability to execute the Project in accordance with the RFP.

For and on behalf of the Members of the / Consortium

Authorized Signatory — Lead Member

Name: _____

Designation: _____

Date: _____

Seal & Address: _____

Authorized Signatory — Member(s)

Name: _____

Designation: _____

Date: _____

Seal & Address: _____

Annexure3: Bank Guarantee Format for Earnest Money Deposit (EMD)

(To be executed on Non-Judicial Stamp Paper of appropriate value)

Bank Guarantee No.: _____ Date of Issue: _____
Amount: _____ Valid Until (Date): _____

To,

*Commissioner
Department of Industrial Training and Employment
Kaushalyabhavan, Dairy Circle
Bangalore-29*

[Name of the RFP Inviting Authority]

[Full Address of the Authority]

WHEREAS:

(A) M/s. _____, a company/firm incorporated under the [Relevant Act] with its Registered/Head Office at _____ (hereinafter called “the Bidder”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns) has undertaken to submit a Proposal in pursuance of RFP No. _____ dated _____ for the project: “Upgradation of Industrial Training Institutes (ITIs) under the PM-SETU” specifically for Cluster Name: _____ (Cluster ID: _____) (hereinafter called “the RFP”).

(B) Under the terms and conditions of the said RFP, the Bidder is required to furnish a Bank Guarantee issued by a Scheduled Commercial Bank in India for the sum specified therein as Earnest Money Deposit (EMD) to secure the performance and compliance of its obligations during the Bid Validity Period.

(C) We, _____ (Name and address of the Bank) having our Registered/Head Office at _____ (hereinafter referred to as “the Bank”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns), have agreed to furnish such a guarantee on behalf of the Bidder.

NOW, THEREFORE, THIS DEED WITNESSETH AS FOLLOWS:

1. Undertaking to Pay: We, the Bank, hereby affirm and undertake that we are Guarantors on behalf of the Bidder, and are responsible to you, up to a total sum of Rs. _____ (Rupees _____ only). We undertake to pay you, upon your first written demand declaring the Bidder to be in default under the RFP and without any cavil, argument, or delay, any sum or sums within the limits of the aforesaid amount.
2. No Proof Required: You shall not be required to prove or show grounds or reasons for your demand or the sum specified therein. A written intimation from the Authority stating that the Bidder has defaulted on the terms of the RFP (including but not limited to

withdrawal of the bid, failure to sign the License Agreement, or failure to furnish Performance Security) shall be final and binding on the Bank.

3. Waiver of Debt Demand: We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.
4. Irrevocability: The Bank undertakes not to revoke this Guarantee during its validity without your prior written consent and further agrees that the Guarantee shall remain enforceable until it is specifically discharged by the Authority in writing. This Guarantee shall not be affected by any change in the constitution of the Bank, the Bidder, or the Authority.
5. Modification of RFP: We further agree that no change, addition, or modification to the terms of the RFP made by the Authority shall in any way release us from any liability under this Guarantee, and we hereby waive notice of any such change, addition, or modification.
6. Validity and Claim Period: This Guarantee shall remain valid until the _____ day of _____, 20 [Minimum 180 days from Bid Due Date].
7. Payment at Local Branch: Our _____ Branch at _____ (Name & Address of Local Branch) is liable to pay the guaranteed amount, or any part thereof, under this Bank Guarantee only if your written claim or demand is received by us at our said branch on or before _____ (the "Claim Expiry Date"). After this date, all our liabilities under this Guarantee shall stand discharged.

IN WITNESS THEREOF, the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 20__ at _____.

Authorized Signatory of the Bank (Signature with Official Seal)

Name: _____

Designation: _____

Employee Code: _____

Bank Name & Address: _____

Branch Name & IFSC Code: _____

Annexure 4 : Bank Guarantee Format for Performance Security

(The Bank Guarantee shall be on a Stamp Paper of appropriate value)

Ref Bank Guarantee No.....

Date.....

To

*Commissioner
Department of Industrial Training and Employment
Kaushalyabhavan, Dairy Circle
Bangalore-29*

Whereas M/s.....with its Registered/ Head Office at..... (name and address of the Bidder, hereinafter called “the Bidder”, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) has undertaken, in pursuance of contract no date..... to delivery (description of Services) (hereinafter called “the contract”).

And Whereas you (unless repugnant to the context or meaning thereof, including your successors, administrators, executors and assigns) have stipulated in the said contract that the Bidder shall furnish you with a bank guarantee by a Commercial bank for the sum specified therein as security for compliance with its obligations as per the contract;

And Whereas we with our Head Office at..... (name and address of the Bank, hereinafter referred to as the ‘Bank’, which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) have agreed to give the Bidder such a bank guarantee.

Now, Therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the Bidder, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Bidder to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein, notwithstanding any difference between you and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand.

The Bank undertakes not to revoke this guarantee during its currency without your previous consent and further agrees that the guarantee herein contained shall continue to be enforceable till you discharge this guarantee. This guarantee will not be discharged due to a change in the constitution of the Bank or the Bidder’s.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until theday of20.....

Our.....branch at.....*(Name & Address of the*(branch) is liable to pay the guaranteed amount depending on the filing of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our* branch a written claim or demand and received by us at our* branch on or before Dt..... otherwise, the bank shall be discharged of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....

.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

*Preferably at the authority's headquarters competent to sanction the expenditure for procurement of goods/services or at the concerned district headquarters or the state headquarters.

Annexure 5 : Integrity Pact
{On Non-Judicial Stamp Paper of appropriate value}

Between [Mention RFP inviting Authority] hereinafter referred Authority and

M/s _____, a company/ firm/ individual (status of the company), PSU/Partnership/ and having its registered office at represented by Shri _____, hereinafter referred to as “The Bidder”

Preamble

The Authority intends to award, under laid down organization procedures, contract for Selection of a Anchor Industrial Partner (AIP) for the Clusterof State under the PM-SETU. The Authority values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

In order to achieve these goals, the Authority and the above-named Bidder enter into this agreement called ‘Integrity Pact’ which will form an integral part of the bid.

It is hereby agreed by and between the parties as under:

Section I – Commitments of Authority

1. The Authority commits itself to take all measures necessary to prevent corruption and to observe the following principles:
 - a) The Authority undertakes that no official of the Authority connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the Bidder, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
 - b) The Authority will, during the pre-contract stage, treat all Bidders alike, and will provide to all Bidders the same information and will not provide any such information to any particular Bidder which could afford an advantage to that particular Bidder in comparison to other Bidder and could obtain an advantage in relation to the tender process or the contract execution.
 - c) The Authority will exclude from evaluation of Bids its such employee(s) who has any personal interest in the Companies/Bidders participating in the Bidding process.
2. If the Authority obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the matter will be informed to its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section II – Commitments of the Bidder

1. The Bidder commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution:
 - a) The Bidder will not, directly or through any other person or firm, offer, promise or give to the Authority, or to any of the Authority's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange an advantage during the tender process or the execution of the contract.
 - b) The Bidder shall not enter into any agreement/ arrangement/ understanding/ action in concert, whether or not the same is formal or in writing with other Bidders. This applies in particular to agreements pertaining to prices, territorial or geographical allocations of market, specifications, certifications, subsidiary contracts, submission or non –submission of bids, bid rigging or other actions restricting competitiveness or leading to cartelization in the bidding process or amounting to any other violation under the Competition Laws for the time being in force.
 - c) The Bidder will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder will not use for illegitimate purposes or for purposes of restrictive competition or personal gain, or pass on to others, any information provided by the Authority part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) Bidders will not pass any information provided by the Authority as part of business relationship to others and not to commit any offence under PC/IPC Act.
 - e) The Bidder of foreign origin shall disclose the name and address of the Agents/representatives in India, if any, involved directly or indirectly in the Bidding. Similarly, the Bidder of Indian Nationality shall furnish the name and address of the foreign principals, if any involved directly or indirectly in the Bidding.
 - f) The Bidder will, when presenting his bid, disclose any and all payments he has made, or committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract and/or with the execution of the contract.
 - g) The Bidder will not misrepresent facts or furnish false/forged documents/information in order to influence the bidding process or the execution of the contract to the detriment of the Authority.
- (2) The Bidder will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section III- Disqualification from tender process and exclusion from future contract

- (1) If the Bidder, before contract award, has committed a serious transgression through a violation of Section II or in any other form such as to put his reliability or credibility as Bidder into question, the Authority may disqualify the Bidder from the tender process or terminate the contract, if already signed, for such reason.

(2) If the Bidder has committed a serious transgression through a violation of Section II such as to put his reliability or credibility into question, the Authority may after following due procedures also exclude the Bidder from future contract award processes. The imposition and duration of the exclusion will be determined by severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the company hierarchy of the Bidder and the amount of the damage. The exclusion will be imposed for a minimum of 12 months and maximum of 36 months.

(3) If the Bidder can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the Authority may revoke the exclusion prematurely. However, decision of the Authority in this regard shall be final and binding on the Bidder.

Section IV – Liability for violation of Integrity Pact

(1) If the Authority has disqualified the Bidder from the tender process prior to the award under Section III, the Authority may forfeit the applicable Bid Security/ Earnest Money Deposit Under the Bid.

(2) If the Authority has terminated the contract under Section III, the Authority may forfeit the Contract Performance Security of this contract besides resorting to other remedies under the contract.

Section V- Previous Transgression

(1) The Bidder shall declare in his Bid that no previous transgressions occurred in the last 3 year with any other Public Sector Undertaking or Government Department that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process of the contract, if already awarded, can be terminated for such reason.

Section VI – Equal treatment to all Bidder

(1) The Authority will enter into agreements with identical conditions as this one with all Bidders.

(2) The Authority will disqualify from the tender process any Bidder who does not sign this Pact or violate its provisions.

Section VII – Punitive Action against violating Bidders

If the Authority obtains knowledge of conduct of a Bidder or an employee or a representative or an associate of a Bidder which constitutes corruption, or if the Authority has substantive suspicion in this regard, the Authority will inform the Chief Vigilance Officer (CVO). Nothing mentioned here in above may deem to restrict the right of the Authority, in case of a suspected violation of Section II, Clause (1) (b) by the Bidders to initiate necessary action under the Competitions Laws for the time being in force.

Section VIII – Independent External Monitor/Monitors

- (1) The Authority has appointed a panel of Independent External Monitors (IEMs) for this Pact with the approval of Central Vigilance Commission (CVC), Government of India.
- (2) The IEM is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement. He has right of access to all project documentation. The IEM may examine any complaint received by him and submit a report to the Authority, at the earliest. He may also submit a report directly to the CVO and the CVC, in case of suspicion of serious irregularities attracting the provisions of the PC Act. However, for ensuring the desired transparency and objectivity in dealing with the complaints arising out of any tendering process, the matter shall be referred to the full panel of IEMs, who would examine the records, conduct the investigations and submit report to the Authority, giving joint findings.
- (3) The IEMs are not subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (4) The Bidder(s) accepts that the IEM has the right to access without restriction to all documentation related to this contract including that provided by the Bidder. The Bidder will also grant the IEM, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his documentation. The IEM is under contractual obligation to treat the information and documents of the Bidder(s) with confidentiality.
- (5) The Authority will provide to the IEM information as sought by him which could have an impact on the contractual relations between the Authority and the Bidder related to this contract.
- (6) As soon as the IEM notices, or believes to notice, a violation of this agreement, he will so inform the Authority and request the Authority to discontinue or take corrective action, or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action. However, the IEM shall give an opportunity to the Authority and the Bidder, as deemed fit, to present its case before making its recommendations to the Authority.
- (7) The IEM will submit a written report to the Authority within 8 to 10 weeks from the date of reference or intimation to him by the Authority and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the IEM has reported to the Authority a substantiated suspicion of and offence under relevant Anti-Corruption Laws of India, and the Authority has not, within the reasonable time taken visible action to proceed against such offence or reported it to the CVO, the Monitor may also transmit this information directly to the CVC, Government of India.
- (9) The word 'IEM' would include both singular and plural.
- (10) A Bidder signing the IP shall not approach the Courts while representing the matters to IEMs and he will await till their decision in the matter.

Section IX – Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor after the closure of the contract and for all other Bidder's six month after the contract has been awarded.

Section X – Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the establishment of the Authority.

(2) Changes and supplements as well as termination notices need to be made in writing.

(3) Nothing in this agreement shall affect the rights of the parties available under the condition which are part of the Bidding Document.

(4) View expressed or suggestions/submissions made by the parties and the recommendations of the CVO/IEM# in respect of the violation of this agreement, shall not be relied on or introduced as evidence in the arbitral or judicial proceedings (arising out of the arbitral proceedings) by the parties in connection with the disputes/differences arising out of the subject contract.

CVO shall be applicable for packages wherein IEM are not identified in the bidding document
IEM shall be applicable for packages wherein IEM are identified in the bidding document.

(5) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

On behalf of Bidder

SIGNATURE OF BIDDER

Name: Designation:

Witness 1: Signature: Name: Designation:

Witness 2: Signature: Name: Designation: -

Note

1. The authority of the Authority competent to sign the contract agreement shall sign this Annexure before uploading the proposal . The Bidder shall download this pre-signed document, affix their signatures along with those of the witnesses, and upload the signed document. Failure to submit the Integrity Pact, duly signed and witnessed, along with the proposal , may result in rejection of the proposal.
2. In the case of a /Consortium, each member shall sign the Integrity Pact and submit it with the proposal . All authorized signatories of the Consortium members may either sign a single document jointly or sign separate documents. Failure to submit the Integrity Pact, as prescribed, duly signed and witnessed, along with the Bid, may result in rejection of the proposal.

Annexure 6: Details of Past Debarment & Restoration of Eligibility

(To be submitted on bidder's letter head)

Date: [Insert Date]

RFP Reference No: [Insert RFP Number]

To,

*Commissioner
Department of Industrial Training and Employment
Kaushalyabhavan, Dairy Circle
Bangalore-29*

Subject: Disclosure of past debarment details and current eligibility status for the Anchor Industrial Partner (AIP) for the Clusterof State under the PM-SETU Scheme for ITI Upgradation.

Dear Sir/Madam,

In accordance with the requirements of the RFP and in the interest of full transparency, we, [Name of your Consulting Firm], hereby provide the following details regarding a past debarment and our subsequent restoration of eligibility:

S. No	Item Description	Details
1	Issuing Authority	[Name of the Department/Organization that issued the order]
2	Reason for Order	[Briefly state the reason, e.g., Administrative Delay / Project Termination]
3	Period of Debarment	From: [Start Date] To: [End Date]
4	Current Status	Eligibility Restored / Debarment Period Expired
5	Restoration Proof	[Reference to Order No. / Completion of Period]

Declaration of Current Eligibility:

1. We hereby declare that as of the date of submission of this proposal, the period of debarment mentioned above has successfully expired.
2. We confirm that there are no active debarment or blacklisting orders against our firm by any Central/State Government, PSU, or Multilateral Agency as of the bid submission deadline.
3. Our firm is fully eligible to participate in this tender as per the criteria defined in the RFP.
4. We have correctly marked our status as "Is Not Currently Blacklisted" in Form 5B (Self-Certification) based on our active status.

We understand that any misrepresentation of facts regarding our current status may lead to the rejection of our bid or termination of the contract.

Yours faithfully,

(Signature of Authorized Signatory)

Name: Designation: Company Seal:

Annexure 7: Bid Securing Declaration

(To be submitted on bidders letter head)

To,

*Commissioner
Department of Industrial Training and Employment
Kaushalyabhavan, Dairy Circle
Bangalore-29*

Ref: RFP Document No. [Insert RFP Number];

RFP Title: Bid for Upgradation of Industrial Training Institutes (ITIs) under PM-SETU for Cluster: [Name of Cluster], State/UT: [Name of State]

Declaration

Sir/Madam,

We, the undersigned, solemnly declare that:

1. We understand that according to the conditions of this RFP for the **PM-SETU Scheme**, the Proposal must be supported by a Bid Securing Declaration in lieu of Bid Security.
2. We unconditionally accept the conditions of this Bid Securing Declaration.
3. We understand that we (including all members individually and jointly, in case of a Consortium) shall automatically be suspended from being eligible to bid in any tender issued by the client for a period of **two (2) years** from the date of opening of this Proposal if we breach our obligations under the tender conditions, namely if we:
 - a) Withdraw, amend, impair, or derogate from our Proposal during the Proposal validity period; or
 - b) Being notified during the Proposal validity of the acceptance of our Proposal by the Procuring Entity:

(i) Fail or refuse to furnish the original documents for verification, or to provide the required Performance Security within the stipulated time; or

(ii) Incorporation of the SPV, and

(iii) Execution of the Shareholding Agreement..

4. We understand that this Bid Securing Declaration shall automatically expire in the following cases, whichever is earliest:
 - **a)** Forty-five (45) days after the expiration of the Proposal validity (including any extension thereof), if the contract has not been awarded; or
 - **b)** Thirty (30) days after the conclusion of the resultant contract, if the contract is not awarded to us; or
 - **c)** Upon receipt of the Performance Security, if the contract is awarded to us.

Date: [Insert Date]

Place: [Insert Place]

(Signature) _____

(Name and Designation)Duly authorized to sign Proposal for and on behalf of: [Insert Name of Firm/Consortium]

Company Seal:

Note for Consortium Bidders: The Bid Securing Declaration must be signed by the Lead Member as authorized in the Power of Attorney. Any breach of bid conditions by any member of the Consortium shall result in the suspension of all member firms for a period of two (2) years.

Section 9 –Appendix

Appendix-1: Guidelines of the Department of Disinvestment

(Refer Clause 1.2.1)

No. 6/4/2001-DD-II

Department of Disinvestment, Government of India

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like Net Worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been

disqualified. The mere pendency of appeal will have no effect on the disqualification.

- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/- (A.K. Tewari)

Under Secretary to the Government of India

Appendix-2

No.F.1/20/2018-PPD
Government of India
Department of Expenditure
Ministry of Finance
Procurement Policy Division

169-A, North Block, New Delhi,
2nd November, 2021.

OFFICE MEMORANDUM

Subject: Guidelines on Debarment of firms from Bidding

Attention is drawn towards Rule 151 of General Financial Rules (GFRs), 2017 regarding 'Debarment from Bidding' which is reproduced as under:

(i) A bidder shall be debarred if he has been convicted of an offence—

- (a) under the Prevention of Corruption Act, 1988; or*
- (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.*

(ii) A bidder debarred under sub-section (i) or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment. Department of Commerce (DGS&D) will maintain such list which will also be displayed on the website of DGS&D as well as Central Public Procurement Portal.

(iii) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity. The Ministry/ Department will maintain such list which will also be displayed on their website.

(iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.

2. This department has received a reference from Department of Commerce with a proposal that the task of universal banning of firms as per Rule 151 (ii) of GFRs as above may be undertaken by Department of Expenditure or should be decentralized to individual line Ministries/ Departments as DGS&D had been wind up on 31.10.2017. Central Public Procurement Portal (CPPP) or the Department of Expenditure can then maintain a master data of all such banned firms and it can be made available in public domain.

3 In context of above, all issues regarding debarment have been reviewed in consultations with major procuring Ministries/ Departments and it is decided to issue attached 'Debarment Guidelines' in suppression to all earlier instructions on this subject.

4. This issues with the approval of Finance Secretary.


2.11.21
(Sanjay Aggarwal)
Advisor/ Procurement Policy Division
Email: sanjay.aggarwal68@nic.in
Tcl: 23093224

To,

Secretaries, All Central Ministries/ Departments.

Secretary/ Department of Public Enterprises with a request to circulate these instructions to all Central Public Sector Undertakings (CPSUs).

Guidelines on Debarment of firms from Bidding

1. The Guidelines are classified under following two types:
 - (i) In cases where debarment is proposed to be limited to a single Ministry, the appropriate Orders can be issued by that Ministry itself, thereby banning all its business dealing with the debarred firm.
 - (ii) Where it is proposed to extend the debarment beyond the jurisdiction of the particular Ministry i.e. covering to all central Ministries/ Departments, the requisite Orders shall be issued by Department of Expenditure (DoE), Ministry of Finance (MoF).

Definitions

2. **Firm:** The term 'firm' or 'bidder' has the same meaning for the purpose of these Guidelines, which includes an individual or person, a company, a cooperative society, a Hindu undivided family and an association or body of persons, whether incorporated or not, engaged in trade or business.
3. **Allied firm:** All concerns which come within the sphere of effective influence of the debarred firms shall be treated as allied firms. In determining this, the following factors may be taken into consideration:
 - a. Whether the management is common;
 - b. Majority interest in the management is held by the partners or directors of banned/ suspended firm;
 - c. Substantial or majority shares are owned by the banned/ suspended firm and by virtue of this it has a controlling voice.
 - d. Directly or indirectly controls, or is controlled by or is under common control with another bidder.
 - e. All successor firms will also be considered as allied firms.
4. The terms "banning of firm", 'suspension', 'Black-Listing' etc. convey the same meaning as of "Debarment".

Debarment by a Single Ministry/ Department

5. Orders for Debarment of a firm(s) shall be passed by a Ministry/ Department/ organizations, keeping in view of the following:
 - a. A bidder or any of its successors may be debarred from participating in any procurement process for a period not exceeding two years.
 - b. Firms will be debarred if it is determined that the bidder has breached the code of integrity as per Rule 175 of GFRs 2017.

- c. A bidder can also be debarred for any actions or omissions by the bidder other than violation of code of integrity, which in the opinion of the Ministry/ Department, warrants debarment, for the reasons like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, failure to abide "Bid Securing Declaration" etc.
 - d. It shall not be circulated to other Ministries/ Departments. It will only be applicable to all the attached/ subordinate offices, Autonomous bodies, Central Public Sector Undertakings (CPSUs) etc. of the Ministry/ Department issuing the debarment Order.
 - e. The concerned Ministry/ Department before issuing the debarment order against a firm must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm).
 - f. Secretary of Ministry/Department may nominate an officer at the rank of Joint Secretary/Additional Secretary as competent authority to debar the firms.
 - g. Ministry/ Department that issued the order of debarment can also issue an Order for revocation of debarment before the period of debarment is over, if there is adequate justification for the same. Ordinarily, the revocation of the Order before expiry of debarred period should be done with the approval of Secretary concerned of Ministry/Department.
 - h. The Ministry/Department will maintain list of debarred firms, which will also be displayed on its website.
 - i. Debarment is an executive function and should not be allocated to Vigilance Department.
6. Code of Integrity as contained in Rule 175 of the GFRs is reproduced as under:

No official of a procuring entity or a bidder shall act in contravention of the codes which includes

(i) prohibition of

- (a) making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.*
- (b) any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.*
- (c) any collusion, bid rigging or anticompetitive behavior that may impair the transparency, fairness and the progress of the procurement process.*
- (d) improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.*
- (e) any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.*
- (f) any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.*
- (g) obstruction of any investigation or auditing of a procurement process.*

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(h) making false declaration or providing false information for participation in a tender process or to secure a contract;

(ii) disclosure of conflict of interest.

(iii) Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (i) with any entity in any country during the last three years or of being debarred by any other procuring entity.

7. It is possible that the firm may be debarred concurrently by more than one Ministry/ Department.

8. Ministries/ Departments at their option may also delegate powers to to debar bidders to their CPSUs, Attached Offices/ Autonomous Bodies etc. In such cases, broad principles for debarment in para 5 as above are to be kept in mind. Debarment by such bodies like CPSUs etc. shall be applicable only for the procurements made by such bodies.

9. Similarly, Government e-Marketplace (GeM) can also debar bidders upto two years on its portal.

10. In case of debarments under para 8 as above, revocation the debarment orders before expiry of debarred period should be done only with the approval of Chief Executive Officer of concerned CPSUs etc.

Debarment across All Ministries/ Departments

11. Where a Ministry/ Department is of the view that business dealings with a particular firm should be banned across all the Ministries/ Departments by debarring the firm from taking part in any bidding procedure floated by the Central Government Ministries/ Departments, the Ministry/ Department concerned, should after obtaining the approval of the Secretary concerned, forward to DoE a self-contained note setting out all the facts of the case and the justification for the proposed debarment, along with all the relevant papers and documents. DoE will issue the necessary orders after satisfying itself that proposed debarment across all the Ministries/ Departments is in accordance with Rule 151 of GFRs, 2017. This scrutiny is intended to ensure uniformity of treatment in all cases.

12. The firm will remain in suspension mode (i.e. debarred) during the interim period till the final decision taken by DoE, only in the Ministry/ Department forwarding such proposal.

13. Ministry/ Department before forwarding the proposal to DoE must ensure that reasonable opportunity has been given to the concerned firm to represent against such debarment (including personal hearing, if requested by firm). If DoE realizes that

sufficient opportunity has not be given to the firm to represent against the debarment, such debarment requests received from Ministries/ Departments shall be rejected.

14. DoE can also give additional opportunity, at their option, to firm to represent against proposed debarment. DoE can also take suo-moto action to debar the firms in certain circumstances

15. No contract of any kind whatsoever shall be placed on the debarred firm, including its allied firms by any Ministries/ Departments/ Attached/Subordinate offices of the Government of India including autonomous body, CPSUs etc. after the issue of a debarment order.

16. DoE will maintain list of such debarred firms, which will be displayed on Central Public Procurement Portal.

Revocation of Orders

14. An order for debarment passed shall be deemed to have been automatically revoked on the expiry of that specified period and it will not be necessary to issue a specific formal order of revocation.

15. A debarment order may be revoked before the expiry of the Order, by the competent authority, if it is of the opinion that the disability already suffered is adequate in the circumstances of the case or for any other reason.

Other Provisions (common to both types of debarment)

16. No contract of any kind whatsoever shall be placed to debarred firm including its allied firms after the issue of a debarment order by the Ministry/ Department. Bids from only such firms shall be considered for placement of contract, which are neither debarred on the date of opening of tender (first bid, normally called as technical bid, in case of two packet/two stage bidding) nor debarred on the date of contract. Even in the cases of risk purchase, no contract should be placed on such debarred firms.

17. If case, any debar firms has submitted the bid, the same will be ignored. In case such firm is lowest (L-1), next lowest firm shall be considered as L-1. Bid security submitted by such debarred firms shall be returned to them.

18. Contracts concluded before the issue of the debarment order shall, not be affected by the debarment Orders.

19. The Debarment shall be automatically extended to all its allied firms. In case of joint venture/ consortium is debarred all partners will also stand debarred for the period specified in Debarment Order. The names of partners should be clearly specified in the "Debarment Order".

Appendix-3

PM-SETU-Guidelines-Component-I-Upgradation-of-it is

APPENDIX-4

DRAFT LICENSE AGREEMENT

The Ministry of Skill Development and Entrepreneurship, Government of India (“MSDE”) in collaboration with State Governments, intends to undertake the upgradation of 1,000 (one thousand) industrial training institutes (“ITIs”) across the country under a PM- SETU (“Scheme”) implemented through the public-private partnership (“PPP”) model. Under the Scheme, it is proposed that the right to upgrade, operate and manage an identified cluster constituting of a ‘hub’ ITI and a number of associated ‘spoke’ ITIs (collectively, a “Hub- and-Spoke Cluster”) will be granted to a special purpose vehicle (“SPV”) whose shareholding will be held by an anchor industry partner (“AIP”) chosen through a transparent process of selection, by the Central Government, and the Government of Karnataka

The terms of this arrangement will be governed by:

- a. a license agreement (“License Agreement”) that will record the terms and conditions on which the right to upgrade, operate and manage a Hub-and-Spoke Cluster will be granted to the SPV by the relevant State Government; and,
- b. a shareholders’ agreement (“SHA”) that will record the rights and obligations of the AIP, the Central Government, and the State Government, as shareholders of the SPV and provide for the internal governance and management of the SPV. This term sheet sets out below an indicative list of the key terms and principles that will be incorporated into the License Agreement.

KEY TERMS OF THE LICENSE AGREEMENT		
1	Parties	The License Agreement will be executed by and between: (a) the SPV; (b) State Government; and Central Government, collectively, the “Parties”.
2	Scope	The SPV will be responsible for upgrading, operating and managing the ITIs in the Hub-and- Spoke Cluster in accordance with the terms of the License Agreement. The SPV’s scope will include: (a) pgradation Works: The SPV will be responsible for designing, financing and undertaking the works to upgrade the ITIs in the Hub-and-Spoke Cluster. The upgradation or expansion works may include civil works, refurbishment works (including refurbishment of labs), replacing old equipment and/or machinery, procuring or leasing and in-installing new equipment and/or machinery, upgrading IT infrastructure and software (including installation of new enterprise management systems and other software), staff facilities, and other associated infrastructure (“Upgradation Works”). The SPV shall also be responsible for obtaining the relevant

		approvals required for the upgradation of the ITIs. (b) operations and Management: The SPV will be responsible for the day-to-day operations and management of the ITIs in the Hub-and-Spoke Cluster, which will include conducting training under the existing courses, introducing new courses and redesigning existing courses (to the extent applicable), training of the trainers, setting up production/incubation centers / centers of excellence, managing the staff and personnel at the ITIs (including payroll and other associated services for staff who are the employees of the SPV), engaging with industries and local government representatives, other HR and administrative and management functions, etc. (c) The Services: The SPV will be responsible for enhancing student-services related to placement, counselling, on-the-job training, life skills, etc., deploying (if required) digital interface (i.e., the Learning Outcome Management System), identifying, commencing and/or managing additional revenue streams for the ITIs, promoting the ITIs in the Hub-and-Spoke Cluster, and developing partnerships/relationships for potential placement opportunities (as may be required), [undertaking (either by itself or through a third party) commercial activities such as operating cafeterias, student accommodation and parking lots], etc.
3	Term	The License Agreement will be effective on and from the date the conditions precedent is fulfilled by the Parties (“Effective Date”). Upon fulfilment of the conditions precedent, the License Agreement will, subject to early termination, continue to be in full force and effect for a period of 5 (five) years (“Term”), as may be mutually extended by the Parties.

4	Conditions and Precedent and Transition of ITI Operations	Conditions Precedent The parties will be required to fulfil the following conditions precedents within [6 (six)] months from execution of the License Agreement: (a) Parties to finalize the SIP and obtain the necessary approvals for the SIP from the State Government and Central Government. The finalized SIP will form a part of the Li-cense Agreement, as an annexure/ schedule; (b) State Government to handover actual and constructive possession of the Hub-and-Spoke Cluster to the SPV; (c) Parties to prepare an ‘Asset Register’ capturing details of the existing assets (and condition thereof) of the ITIs that are to be handed over to the SPV on or prior to the Effective Date; (d) Central Government and State Government to operationalize the payment security mechanism as set out in S. No. 15 (e) SPV to furnish Performance Security; (f) SPV to submit and obtain the State Government’s approval for the Annual Plan for the first 12 (twelve) months; and SPV to submit details of the key managerial personnel it intends to appoint for each ITI. If the conditions precedent is not fulfilled within [●] months after the expiry of the timeline for fulfilling the conditions precedent (i.e., the long-stop date for fulfilling the conditions precedent), then the non-delaying Party will have a right to terminate the License Agreement. Transition Phase (g) Prior to the Effective Date, the State Government shall allow the AIP
		to depute its nominated representatives to each ITI in the Hub-and-Spoke Cluster to observe the functioning, and operations of the ITIs, and the State Government shall extend all necessary support and provide access to the existing records of the ITIs to facilitate seamless transition of operations of the ITI to the SPV.
5	Performance Security	The SPV will procure and maintain an irrevocable and on-demand bank guarantee from a scheduled bank acceptable to the State Government for an amount equal to [●] (“Performance Security”). The Performance Security will secure the SPV’s obligations in connection with carrying out the Upgradation Works and will be valid for at least 3 (three)35 months after the Scheduled Completion Date as may be extended in accordance with the terms of the License Agreement.

6	State Government General Obligations	The obligations of the State Government will include: (a) granting the SPV a license to: (i) undertake Upgradation Works; (ii) operate and manage the ITIs; and (iii) provide other services, in accordance with the terms of the License Agreement; (b) facilitating approvals required by the SPV for operating, managing and upgrading the ITIs in a timely manner; (c) reviewing and approving various documents submitted by the SPV during the term including designs and drawings for upgradation works and Annual Plans; (d) appointing an Independent Monitoring Agency (“IMA”) for the Hub-and-Spoke Cluster, who will be responsible for monitoring the SPV’s performance (including assessing whether the SPV is meeting the Key Performance Indicators (“KPIs”)); (e) ensuring that the existing ITI employees on the rolls of the State Government are instructed to follow directions of the SPV, and taking necessary remedial actions in case of non-compliance with and/or non-adherence to the instructions provided by the SPV; (f) ensuring that major utility connections, including power, water, internet and sewerage are in place at the time the ITIs are handed over to the SPV, provided that the SPV will be responsible for maintaining such connections including paying the bills for such utilities; and (g) ensuring that a communication plan is developed and (h) delivered to the existing employees of the ITIs in the Hub-and- Spoke Cluster for the transition of the operations and management of the ITIs to the SPV.
7	Key Performance Indicators	Based on the SIP, the License Agreement will set out KPIs specific to the Hub-and-Spoke Cluster which may include (but are not limited to): (a) increase in overall enrolment; (b) increase in verified placement; ease in female enrolment; ease in verified salaries of placed trainees; training of trainers; and technology adoption. The procedure for monitoring and verification of the SPV’s performance against the identified KPIs (where such monitoring and verification will be carried out through the IMA), will be detailed in the License Agreement.
8	Ownership of Assets	The SPV shall ensure that any new asset created or acquired for the ITIs in the Hub-and-Spoke Cluster by the SPV is created or acquired in favor and benefit of the relevant ITI. The ownership of any such asset will vest with the State Government.
		Notwithstanding the above, any residual assets created or acquired by the SPV for the ITIs in the Hub-and- Spoke Cluster will be transferred to the State Government for the benefit of the relevant ITI upon the expiry/termination of the License Agreement.
UPGRADATION WORKS AND PLANS		

9	Design and Drawings	Based on the agreed scope of the Upgradation Works as set out in the SIP, the SPV will submit the relevant designs and drawing to the State Government for its review and approval, at least [●] days before undertaking any Upgradation Works. The IMA shall, within [●] days of submission of the relevant documents by the SPV, review and provide comments, if any, on the designs and drawings, to the SPV. Once the IMA has approved these documents, it shall issue a notice to the State Government who will, in turn, approve the designs and drawings based on the IMA's inputs. If the IMA or State Government do not provide their approval or comments within [●] days of submission of the relevant documents by the SPV, or in the case of the State Government, within [●] days of submission of the IMA's report, these documents will be deemed to be approved by the State Government.
10	Scheduled Completion Date	The SPV will undertake the Upgradation Works within a pre-defined time period (as set out in the License Agreement for the relevant Hub-and-Spoke Cluster) ("Scheduled Completion Date").
11	Completion of Upgradation Works	Once the Upgradation Works are complete, the SPV will invite the IMA to inspect the Upgradation Works. If the IMA finds the Upgradation Works to be complete, it will give its recommendation to the State Government who will, in turn, issue a completion certificate to the SPV within [15 (fifteen)] days of receiving the IMA's recommendation. If the State Government does not issue the completion certificate within [15 (fifteen)] days of receiving the IMA's recommendation, the completion certificate will be deemed to have been endorsed.
12	Liquidated Damages	If the SPV is unable to complete the Upgradation Works by the Scheduled Completion Date, then unless such delay is caused due to reasons not attributable to the SPV, the SPV will be liable to pay delay liquidated damages to the State Government at the rate of [1]% of the Performance Security for each week of delay, or part thereof, till the works are complete, subject to a cap of [1]% of the Performance Security. However, if such delay is attributable to the State Government, and such delay leads to an increase in the costs of the works, the State Government will be required to provide additional funds to the SPV to meet the additional costs, in accordance with the SIP.
13	Annual Plan	Based on the SIP and as a condition precedent to the effectiveness of the License Agreement, the SPV shall submit an annual plan to the other Parties for the first 12 (twelve) months period commencing on and from the Effective Date ("Annual Plan"). The Annual Plan will include the plan for undertaking the Upgradation Works (including construction schedule) and the operations plan for the Hub-and-Spoke Cluster, and will be prepared in accordance with the template annexed to the License Agreement. The IMA shall, within 14 (fourteen) days of submission of the Annual Plan by the SPV, review and provide comments, if any, to the State Government, The State Government shall, within 14 (fourteen) days of receipt of comments from the IMA, approve or reject the Annual Plan.

		If the State Government does not convey its approval or rejection within 14 (fourteen) days of submission of the IMA's comments on the Annual Plan, it will be deemed to be approved by the State Government. The SPV shall submit a new/updated Annual Plan for each 12 (twelve) month period thereafter until the expiry of the Term, at least 3 (three) months prior to the expiry of the then current Annual Plan.
FINANCIAL COVENANTS		
14	Disbursement of Funds	their agreed commitments under the SIP. Operational Expenditure: The funds that are required for operational expenditure will be contributed by the AIP and the State Government based on their agreed commitments as set out under the SIP. The funds will be contributed by way of grant or CSR contributions to the SPV. If funds contributed by the State Government or Central Government, in their respective proportions are not utilized as per the SIP, then the State Government and/ or Central Government, as the case may be, shall have the right to withhold future disbursements and/or adjust such amounts from disbursements for future milestones. Reduction in Expenses If during the Term, there is a reduction in the capital expenses or operation expenses of the ITIs in the Huband- Spoke Cluster due to the SPV's efficiency or any other reason (except on account of a default by a Party of its obligations under the License Agreement), the contributions required to be made by each Party will be reduced proportionally in the agreed ratio in which funds are contributed by the Parties. Increase in Cost Any increase in costs against what is set out in the SIP or Annual Plan, not attributable to the Central Government or State Government, shall be met by the AIP through the SPV. Failure to achieve KPIs If the SPV fails to achieve certain KPIs (to be identified in the License Agreement) due to reasons attributable to the AIP, then the quantum of funds to be contributed by the State Government towards operational expenses shall be reduced in accordance with the terms of the SIP. However, if the SPV fails to achieve the KPIs due to reasons attributable to the State Government or the Central Government, and where such failure to leads to a reduction in operational expenses at the relevant ITI, then the quantum of funds to be contributed by the AIP through the SPV towards operational expenses shall be reduced in accordance with the terms of the SIP.
15	Payment Security Mechanism	The State Government and Central Government shall set up and maintain throughout the Term of the License Agreement, payment security in the form of either: (a) letter of credit; (b) escrow mechanism; or (c) any other suitable mechanism, as may be decided by the Central Government and State Government. The value of the payment security shall, at all times, be sufficient to cover the contribution to be made by the Central Government and State Government, respectively, over the succeeding 3 (three) months (as set out in the SIP).
16	Setting and Collection	The State Government shall be responsible for determining the fees to be charged for the existing courses offered at the ITIs as well as any new

	of Fees	Craftsmen Training Scheme (“CTS”) course introduced by the SPV. If the SPV introduces any ‘non-CTS courses’ such as executive programs for professionals, management training pro-grams, diplomas, short term courses, industry-certified courses, etc. the SPV shall be responsible for determining the fees to be charged for such courses. The SPV shall be responsible for collecting the fees from the trainees for all courses offered in the ITIs in the Hub-and-Spoke Cluster (i.e., both CTS courses as well as ‘non-CTS courses’).
17	Appropriation of Fees and Contributions	The SPV shall ensure that all funds obtained by the SPV by way of grants, CSR contributions, fees from trainees/ students for non-CTS courses, rental of training equipment and facilities, or any other mode are appropriated and utilized by the SPV towards the upgradation, operations and management of the ITIs in the Hub-and-Spoke Cluster in line with the agreed SIP. However, the fees collected by the SPV from trainees/students from the CTS courses (including from ongoing courses) will be transferred to the State Government’s account.
EMPLOYEES		
18	Existing Employees of the ITIs	The SPV shall have the option to retain the services of any existing employee/ personnel of the State Government working at the ITIs in the Hub-and-Spoke Cluster. However, it is clarified that these employees will continue to be employees of the State Government and have all rights of such employees, and the State Government shall remain responsible for the payment of salary, benefits, and any other emoluments to such employees and carrying out annual performance reviews with inputs from the SPV. If the SPV is not satisfied with the performance of any existing employee of the State Government working at the ITIs in the Hub-and-Spoke Cluster, or, if the SPV wishes to replace any existing ITI employee with a new hire, it can request the State Government to remove such employee from the ITI. The SPV should provide the State Government with adequate prior notice and a written explanation as to why such removal is required. The State Government shall remove such employee from the ITI and either transfer the employee to another ITI (which shall not be in the Hub-and-Spoke Cluster), any other facility of the State Government or take any other action it deems fit. Additionally, the State Government shall not transfer any existing employee/personnel of the State Government working at the ITIs in the Hub-and-Spoke Cluster without the SPV’s consent.
19	New Employees for the ITIs	The SPV shall have flexibility to hire new staff for the ITIs. Such new staff shall be employees of the SPV and not employees of the State Government. The SPV shall be responsible for the payment of salary, benefits, and any other emoluments to such employees, and their performance reviews.
TERMINATION		
20	Events of Default	The License Agreement will set out certain customary events of default of the Parties (collectively, “Events of Default”), which will include: (a) any material breach of the License Agreement by any Party thereto; (b) the liquidation, dissolution, winding up, or bankruptcy, of the SPV or the SPV being admitted to insolvency proceedings; (c) failure of the SPV in achieving the KPIs within the time-lines set out in the License Agreement; (d) breach of applicable law by any Party;

		(e) failure of the State Government to take necessary actions against or redeploy non-performing State Government employees at any ITI in the Hub-and- Spoke Cluster; (f) failure by the State Government to ensure that the SPV enjoys peaceful possession of the ITIs; (g) failure by any Party in making contributions as per the SIP; (h) failure by the Central Government and/or the (i) State Government to submit and/or maintain the payment security; (j) failure by the SPV to complete the Upgradation Works by the Scheduled Completion Date, and such delay continues till breach of the cap on delay liquidated damages
21	Consequences of Termination	Upon termination, the State Government shall have no obligation to retain any personnel hired by the SPV and the AIP will be responsible for redeploying or otherwise dealing with the personnel hired by the SPV. Further, the SPV shall trans-fer any asset created or acquired by the SPV for the benefit of the ITIs but held by the SPV to the State Government for the benefit of the ITIs. No termination compensation will be payable by any Party to the other Parties upon termination of the License Agreement for any reason.
MISCELLANEOUS		
22	Subcontracting	The SPV shall have the right to subcontract part of the Scope (not whole) to any subcontractor or assign or transfer any subcontract(s) to another subcontractor(s). However, SPV shall be solely responsible for all risk and cost associated due to acts and omissions of its subcontractors. Further, the SPV agrees and acknowledges that the subcontractors (and subcontractor's personnel) shall not be deemed to be employed by the State Government or Central Government. If the SPV intends to subcontract any form of training to any subcontractor, SPV shall obtain prior written consent of the State Government.
23	Insurance	The SPV will be required to obtain and maintain the Insurance policies for its Scope, at its own expense. However, the SPV will not be required to obtain and/or maintain any insurance policy for the existing staff of the ITIs.
24	Force Majeure	The License Agreement will set out a customary list of natural and political force majeure events such as acts of God, acts of war, strikes, riots, etc. In case of any natural force majeure event (such as an act of God), the insurance obtained by the SPV will cover the cost impact of the force majeure event. In case of a prolonged force majeure, the Parties shall have the right to terminate the License Agreement.
25	Change in Law	The License Agreement will include a customary definition of change in law which will include any enactment, commencement, notification, amendment, repeal, etc. of any statute, law, code, legislation, etc. If change in law impacts the cost of upgradation or operations of the ITIs, the SPV will be entitled to seek appropriate modification to the expected capital and operational cost mentioned in the SIP to account for impact of such CIL.
26	Change of Scope	The License Agreement will include customary change of scope related provisions which will provide that any change of scope of the SPV's

		obligations under the License Agreement will need the prior consent of all the Parties. In case of any agreed change of scope, the financial commitments of the Parties under the SIP may be revised to account for such change of scope.
27	Handover at the end of the Term	The License Agreement will define certain standard hand-back requirements to be achieved prior to or simultaneously with the transfer of possession of the ITIs to the State Government, including inspection of the ITIs, remedying any defective equipment or machinery, handing over manuals for any equipment installed at the ITIs, un utilized consumables etc.
28	Reporting Requirement s and Inspection	The SPV will be required to submit [quarterly] reports to the State Steering Committee, through the IMA, capturing details about the operations of the ITIs, upgradation works, data on KPI compliance, data on enrolment of trainees, placement records, number of trainees who have quit, etc. The IMA will have the right to carry out periodic inspections of the operations of the ITIs to the extent required for verification of KPIs and fund disbursal triggers.
29	Representati ons and Warranties	Each party will provide customary representations and warranties to the other party under the License Agreement.
30	Governing Law	The License Agreement will be governed by, and construed in accordance with, the law of India.
31	Exclusive Jurisdiction	Any dispute or differences arising out of, in relation to, or in connection with, the License Agreement will be subject to the exclusive jurisdiction of the courts at Chennai.

Note: Please access the URL provided in Appendix-2 for detailed information to be incorporated in *this agreement*.